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# MONTHLY REPORT

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APRIL 1961  
July -

## ONTARIO LABOUR RELATIONS BOARD





MONTHLY REPORT OF THE ONTARIO LABOUR RELATIONS BOARD

FOR THE MONTH OF APRIL, 1961

MONTHLY REPORT OF THE MINERAL LABOR RELATIONS BOARD

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PART ONE

CASE LISTINGS



CASE LISTINGS

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APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD DURING APRIL 1960

Bargaining Agents Certified During April  
No Vote Conducted

487-60-R: The National Union of Public Employees (Applicant)  
v. The Hamilton Public Library (Respondent).

Unit: "all maintenance staff employees of the respondent at Hamilton, save and except maintenance supervisor, persons above the rank of maintenance supervisor, and persons regularly employed for not more than 24 hours per week."  
(9 employees in the unit)

679-60-R: International Hod Carriers', Building and Common Labourers' Union of America Local 527 (Applicant) v. Able Construction Company Limited (Respondent).

Unit: "all construction labourers of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman."  
(8 employees in the unit)

701-60-R: National Union of Public Employees (Applicant) v. The Board of Education for The City of Niagara Falls (Respondent).

Unit: "all employees on the caretaking and maintenance staff of the respondent at its schools in Niagara Falls, save and except foremen, persons above the rank of foreman, office staff and persons regularly employed for not more than 24 hours per week." (32 employees in the unit)

The Board endorsed the Record in part as follows:

"For the purposes of clarity the Board declares that the bargaining unit described above does not include public health nurses and cafeteria assistants."

733-60-R: The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (Applicant) v. Schellenbach Plumbing and Heating Company (Respondent).

Unit: "all journeymen plumbers, steamfitters, pipefitters, pipe-welders and their apprentices, employed at or working out of London, save and except non-working foremen and persons above the rank of non-working foreman."  
(6 employees in the unit)





742-60-R: Local 721, International Association of Bridge, Structural and Ornamental Iron Workers (Applicant) v. Power's Steel Construction (Respondent).

Unit: "all reinforcing rodmen in the employ of the respondent within a radius of 25 miles of the Toronto City Hall, save and except non-working foremen and persons above the rank of non-working foreman." (9 employees in the unit)

781-60-R: Local 280 of the Hotel & Restaurant Employees' & Bartenders' International Union, (Applicant) v. Pilot Holdings Limited, operating the Premises known as Pilot Tavern, 800 Yonge St. Toronto, Ontario (Respondent).

Unit: "all tapmen, bartenders, beverage waiters, bay-boys and improvers in the employ of the respondent at Toronto, save and except managers, persons above the rank of manager and persons regularly employed for not more than 24 hours per week." (10 employees in the unit)

The Board endorsed the Record in part as follows:

"Having regard to the practice of the Board with respect to the description of bargaining units of this nature in the Toronto area and the provisions of section 6(2) of The Labour Relations Act and the evidence in this case, the Board finds that all tapmen, bartenders, beverage waiters, bar-boys and improvers in the employ of the respondent at Toronto, save and except managers, persons above the rank of manager and persons regularly employed for not more than 24 hours per week, constitute a unit of employees of the respondent appropriate for collective bargaining."

825-60-R: Canadian Transportation Workers' Union No. 158, N.C.C.L. (Applicant) v. Capital City Cartage Limited (Respondent).

Unit: "all employees of the respondent employed at or working out of Ottawa, save and except foremen, persons above the rank of foreman and office staff." (21 employees in the unit)

833-60-R: Hotel & Restaurant Employees & Bartenders' International Union, Restaurant Cafeteria & Tavern Employees Union, Local 254 (Applicant) v. Canadian Food Products Sales Limited (Respondent).



Unit: "all employees of the respondent in its Industrial Food Services Division at the Salada-Shirriff-Horsey Plant, Matilda Street, Toronto, save and except assistant manager, persons above the rank of assistant manager and office staff." (2 employees in the unit)

837-60-R: International Association of Machinists (Applicant) v. Titan Truck Equipment Limited (Respondent).

Unit: "all employees of the respondent at its plant in the Township of Toronto, save and except foremen, persons above the rank of foreman and office staff." (8 employees in the unit)

847-60-R: International Association of Machinists (Applicant) v. Lanark Manufacturing Limited (Respondent).

Unit: "all employees of the respondent at Dunnville, save and except foremen, persons above the rank of foreman, and office staff." (35 employees in the unit)

849-60-R: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (U.A.W.) (Applicant) v. The Luster Corporation of Canada Limited (Respondent).

Unit: "all employees of the respondent at Wallaceburg, save and except foremen, persons above the rank of foreman and office staff." (40 employees in the unit)

862-60-R: General Truck Drivers, Local 879 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Harry Woods Transport Limited (Respondent).

Unit: "all employees of the respondent at its depot at Burlington, save and except foremen, persons above the rank of foreman and office staff." (6 employees in the unit)

875-60-R: Retail, Wholesale and Department Store Union (Applicant) v. Leather Cartage Ltd. (Respondent).

Unit: "all employees of the respondent employed at or working out of Hamilton, save and except office staff, chief motor mechanic, fleet supervisor, general manager and Royal Mail drivers." (57 employees in the unit)

The Board endorsed the Record in part as follows:

"For the purposes of clarity the Board notes the agreement of the parties that dock supervisors are included in the bargaining unit."



876-60-R: National Union of Public Service Employees  
(Applicant) v. Corporation of The Town of Whitby (Respondent).

Unit: "all employees of the Town Hall staff of the respondent, save and except department heads, persons above the rank of department head, registered nurses and professional engineers employed in a professional capacity." (8 employees in the unit)

878-60-R: United Steelworkers of America (Applicant) v.  
Skiltool Company Limited (Respondent).

Unit: "all employees of the respondent at its plant at Trenton, save and except foremen, persons above the rank of foreman and office staff." (6 employees in the unit)

884-60-R: National Union of Public Service Employees  
(Applicant) v. The Board of Education for the City of St.  
Catharines (Respondent).

Unit #1: "all maintenance, caretaking and cafeteria employees of the respondent at St. Catharines, save and except foremen, persons above the rank of foreman, and persons regularly employed for not more than 24 hours per week."  
(41 employees in the unit)

(Unit agreed to by the parties)

Unit #2: "all maintenance, caretaking and cafeteria employees of the respondent at St. Catharines, save and except foremen, persons above the rank of foreman, and persons regularly employed for not more than 24 hours per week."  
(92 employees in the unit)

(Unit agreed to by the parties)

885-60-R: International Union of Operating Engineers, Local  
793 (Applicant) v. Frid Construction Company Limited  
(Respondent)

Unit: "all employees of the respondent at the City of London and in the Township of Westminster engaged in the operation of shovels, hoists, bulldozers and similar equipment, and those primarily engaged in the repairing and maintaining of same, save except non-working foremen, and persons above the rank of non-working foreman." (3 employees in the unit)





888-60-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Wickshire Clothing Products (Respondent).

Unit: "all employees of the respondent at its plant in Windsor, save and except foremen, persons above the rank of foreman and office staff." (5 employees in the unit)

892-60-R: Retail, Wholesale and Department Store Union, (Applicant) v. Steve's Canteen Service (Respondent).

Unit: "all employees of the respondent at Niagara Falls, save and except route supervisor, persons above the rank of route supervisor and office staff." (6 employees in the unit)

896-60-R: International Association of Machinists (Applicant) v. Gillis & Warren Limited (Respondent).

Unit: "all employees of the respondent at Port Arthur, save and except foremen, persons above the rank of foreman, parts manager, outside sales representatives, office staff, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period." (12 employees in the unit)

897-60-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Elliott Mobile Mix Company Limited (Respondent).

Unit: "all employees of the respondent in the Township of Scarborough, save and except foremen, persons above the rank of foreman, office and sales staff." (3 employees in the unit)

908-60-R: International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (U.A.W.) (Applicant) v. McNicol Ropes Limited (Respondent).

Unit: "all employees of the respondent at its plant at Brantford, save and except foremen, persons above the rank of foreman and office staff." (7 employees in the unit)

911-60-R: United Steelworkers of America (Applicant) v. Supreme Steel & Engineering Company Limited (Respondent) v. International Union of Operating Engineers, Local 793 (Intervener).



Unit: "all employees of the respondent employed at its plant in the town of Richmond Hill, save and except foremen, persons above the rank of foreman, office staff, persons employed for not more than 24 hours per week and persons bound by the collective agreements between the respondent and the International Association of Bridge, Structural and Ornamental Iron Workers, Local Union 721 respectively."  
(62 employees in the unit)

917-61-R: The Canadian Union of Operating Engineers  
(Applicant) v. F.W. Fearman Company Limited (Respondent).

Unit: "all stationary engineers employed by the respondent at its plant at Burlington, save and except the chief engineer."  
(4 employees in the unit)

920-61-R: General Truck Drivers Union, Local 938, Toronto, Canada, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Dalewood Transport Limited (Respondent).

Unit: "all employees of the respondent employed at or working out of its Sudbury terminal save and except foremen, persons above the rank of foreman, office and sales staff."  
(3 employees in the unit)

921-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Hay Stationery Limited (Respondent).

Unit: "all employees of the respondent at London, save and except foremen, persons above the rank of foreman, office and sales staff." (14 employees in the unit)

936-61-R: United Steelworkers of America (Applicant) v. New England Valve Corporation of Canada Limited (Respondent).

Unit: "all employees of the respondent in the Township of Toronto, save and except foremen, persons above the rank of foreman, and office and sales staff." (24 employees in the unit,

947-61-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. The McAnally Freight-Ways Co. Limited (Respondent).

Unit: "all employees of the respondent employed at or working out of its Fonthill Terminal, save and except foremen, dispatchers, persons above the ranks of foreman and dispatcher, office and sales staff." (5 employees in the unit)



959-61-R: Local 721, International Association of Bridge, Structural & Ornamental Ironworkers (Applicant) v. G & H Service of Canada Ltd. (Respondent).

Unit: "all reinforcing rodmen in the employ of the respondent within a radius of twenty-five miles of the City Hall at Toronto and including the Town of Newmarket, who place and tie all iron, steel, metal and wire mesh used in reinforced concrete construction, save and except non-working foremen, and persons above the rank of non-working foreman."  
(111 employees in the unit)

962-61-R: International Hod Carriers' Building & Common Labourers' Union of America, Local No. 1059 (Applicant) v. Pigott Construction Co. Ltd. (Respondent).

Unit: "all construction labourers of the respondent employed at or working out of London, save and except non-working foremen, and persons above the rank of non-working foreman."  
(17 employees in the unit)

987-61-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Cathcart Freight Lines Ltd. (Respondent).

Unit: "all employees of the respondent at Hamilton, save and except foremen, persons above the rank of foreman and office and sales staff." (5 employees in the unit)

988-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 1450 (Applicant) v. Anglin-Norcross Ontario Limited (Respondent).

Unit: "all carpenters and carpenters' apprentices of the respondent employed in the City of Peterborough or the County of Peterborough, save and except non-working foremen and persons above the rank of non-working foreman."  
(2 employees in the unit)

#### Certified Subsequent to Pre-hearing Vote

645-60-R: The International Union of Operating Engineers, Local 866 (Applicant) v. The Ford Motor Company of Canada, Limited (Respondent) v. The Canadian Union of Operating Engineers (Intervener). (Certification granted to Intervener).

Unit: "all stationary engineers employed by the respondent in its boiler room at the Glass Fabricating Operations Plant at Crowland Township, save and except the chief engineer and persons above the rank of chief engineer."  
(4 employees in the unit)





Number of names on revised eligibility list		4
Number of ballots cast		4
Number of ballots cast in favour of applicant	1	
Number of ballots cast in favour of intervener	3	

686-60-R: The Canadian Union of Operating Engineers (Applicant) v. Walker Metal Products Limited (Respondent).

Unit: "all stationary engineers employed in the boiler room and compressor room of the respondent at Windsor, save and except the chief engineer." (4 employees in the unit).

Number of names on eligibility list		4
Number of ballots cast		4
Number of ballots marked in favour of applicant	4	
Number of ballots marked in favour of International Union of Operating Engineers, Local 944	0	

697-60-R: International Union of Operating Engineers, Local 793 (Applicant) v. Barnett-McQueen Company Limited (Respondent) v. Lumber and Sawmill Workers' Union, Local 2693 (Intervener).

Unit: "all employees of the respondent employed in the District of Thunder Bay engaged in the operation of shovels, hoists, boiler men, bulldozers and similar equipment, and those primarily engaged in the repairing and maintaining of same, save and except non-working foremen and persons above the rank of non-working foreman." (9 employees in the unit)  
(Unit agreed to by the parties)

Number of names on revised eligibility list		9
Number of ballots cast		9
Number of spoiled ballots	1	
Number of ballots marked in favour of applicant	7	
Number of ballots marked in favour of intervener	1	

729-60-R: Canadian Union of Operating Engineers (Applicant) v. Purity Dairies Limited (Respondent).



Unit: "all stationary engineers and persons primarily engaged as their helpers, shift engineers, firemen and mechanical maintenance employees of the respondent at its plant at Windsor, part of whose operations require engineers' papers, save and except the chief engineer." (7 employees in the unit)

(Unit agreed to by the parties)

Number of names on revised eligibility list		7
Number of ballots cast		7
Number of ballots marked in favour of applicant	7	
Number of ballots marked in favour of International Union of Operating Engineers, Local 944	0	

730-60-R: The Canadian Union of Operating Engineers (Applicant) v. Canadian General Electric Company Limited (Respondent).

Unit: "all stationary engineers employed in the boiler house of the respondent at its Guelph Works, save and except chief engineers and persons above the rank of chief engineer." (8 employees in the unit)

Number of names on revised eligibility list		8
Number of ballots cast		8
Number of ballots marked in favour of applicant	8	
Number of ballots marked in favour of National Union of Operating Engineers of Canada, Local 851 of the U.C.W. affiliated to the United Mine Workers of America	0	

780-60-R: International Association of Bridge, Structural and Ornamental Iron Workers (Applicant) v. Octagon Steel Services (Respondent).

Unit: "all reinforcing rodmen of the respondent at Oshawa, save and except non-working foremen and persons above the rank of non-working foreman." (6 employees in the unit)

(Unit agreed to by the parties)

Number of names on revised eligibility list		3
Number of ballots cast		2
Number of ballots marked in favour of applicant	2	
Number of ballots marked as opposed to applicant	0	





Certified Subsequent to Post-hearing Vote

406-60-R: International Hod Carriers Building and Common Laborers' Union of America, Local 607 (Applicant) v. S. D. Boz and Company, Masonry Contractor (Respondent) v. Lumber and Sawmill Workers' Union, Local 2693 (Intervener).

Unit: "all construction labourers in the employ of the respondent in the geographical district of Thunder Bay, save and except non-working foremen and persons above the rank of non-working foreman." (4 employees in the unit)

Number of names on eligibility list		4
Number of ballots cast		4
Number of ballots marked in favour of applicant	4	
Number of ballots marked in favour of intervener	0	

582-60-R: The International Union of Operating Engineers (Applicant) v. Canadian Cannery Limited, Plant 22 (Respondent) v. Local 703 of the United Packinghouse Workers of America (Intervener).

Unit: "all stationary engineers in the employ of the respondent in the boiler room in its plant #22 at St. Davids." (4 employees in the unit)

Number of names on revised eligibility list		4
Number of ballots cast		3
Number of ballots marked in favour of applicant	3	
Number of ballots marked in favour of intervener	0	

Applications for Certification Dismissed no Vote Conducted

368-60-R: The Toronto-Peterborough Transport Employees Association (Applicant) v. The Toronto-Peterborough Transport Company Limited (Respondent) v. General Truck Drivers' Union Local 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Intervener). (119 employees).

The Board endorsed the Record as follows:



"Although the applicant has requested leave of the Board to withdraw its application herein, the Board following its usual practice in such cases, dismisses the application. The attention of the parties is directed to the Hydro Electric Commission of Hamilton Case, (1958) C.C.H. Canadian Labour Law Reporter, Transfer Binder, 1955-59 716120, C.L.S. 76-617.

The application for certification of the intervener is withdrawn on the request of the intervener by leave of the Board."

444-60-R: Lumber and Sawmill Workers' Union, Local 2693, of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Gordon Busch (Respondent).

Unit: "all employees of the respondent in its woods operation in the Rae Lake area described in License to cut Crown timber #D 641 and in the Seine River area described in License to cut Crown timber #D 1484, and in the Quetico Park area described in Licenses to cut Crown timber #D 1509 and D 1848, save and except foremen, persons above the rank of foreman, office and sales staff, retail store employees, scalers and tallymen." (33 employees in the unit)

557-60-R: Canadian Union of Operating Engineers (Applicant) v. Borden Company Limited (Respondent) v. International Union of Operating Engineers, Local 944 (Intervener). (4 employees).

The Board endorsed the Record as follows:

"Having regard to all the evidence before it, the Board finds that there is no subsisting collective agreement between the respondent and the intervener within the meaning of The Labour Relations Act.

The attention of the parties is directed to the Board's decision on the Canada Machinery Case dated April 11th, 1961.

Conciliation services having been granted to the respondent and the intervener on May 9th, 1960, this application is untimely pursuant to the provisions of section 46(2) (b) of The Labour Relations Act.

This application is therefore dismissed."



635-60-R: The Canadian Union of Operating Engineers (Applicant) v. The Hydro Electric Power Commission of Ontario (Respondent) v. Ontario Hydro Employees Union, N.U.P.S.E.-C.L.C. (Intervener). (33 employees).

The Board endorsed the Record as follows:

"A collective agreement between the respondent commission and the intervening union was signed on June 4, 1959, to have effect from April 1, 1958 and to remain in effect until March 31, 1960. On July 14, 1960 the request of the intervener in the present proceedings (the applicant in the conciliation proceedings) that conciliation services be made available to the respondent and to the intervener was granted by the Board and the matter was referred to the Minister. A conciliation officer was appointed in due course and on September 2, 1960, a memorandum was signed by a representative of the respondent commission and of the intervening union respectively in the presence of the conciliation officer. On the evidence presented at the hearing, the board finds that this memorandum does not constitute a collective agreement and that no collective agreement has been entered into between the respondent commission and the intervener since the date on which the intervener's request for conciliation services was granted by this Board. Reference may be had in this connection to the decision of the Board in the Canada Machinery Company Case, dated April 11, 1961.

No conciliation board has been appointed and the Minister has not informed the parties that he does not deem it advisable to appoint a conciliation board. Consequently, the conditions relating to timeliness of certification applications set out in subsection 1 of section 46 of The Labour Relations Act have not been met at this time."

680-60-R: International Hod Carriers', Building and Common Labourers', Union of America Local 527 (Applicant) v. Unicrete Construction Limited (Respondent).

The Board endorsed the Record as follows:





"Having regard to the evidence adduced at the hearing, and to the representations of the respondent as contained in its letter dated March 17, 1961 and to the representations of the applicant as contained in its letter of March 20, 1961, the Board finds that there were no employees of the respondent as of the date of the making of this application. The application is accordingly dismissed."

713-60-R: The National Union of Public Employees, (Applicant) v. The Water Commissioners for the Town of Brantford (Respondent) v. Local Union 636, International Brotherhood of Electrical Workers (Intervener). (3 employees).

The Board endorsed the Record as follows:

"Although the applicant has requested leave to withdraw its application herein, the Board, following its usual practice in such cases, dismissed the application.

The attention of the parties is drawn to the Mathias Ouellette Case CCH 16026, C.L.S. 76-485."

728-60-R: The Canadian Union of Operating Engineers (Applicant) v. Canada Foundries and Forgings Limited (Welland) (Respondent) v. The International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the A.F. & L. and C.I.O., Local 275-UAW-AFL-CIO (Intervener). (11 employees).

777-60-R: District 50, United Mine Workers of America (Applicant) v. McKague Chemical Co. Ltd. (Respondent). (12 employees)

The Board endorsed the Record as follows:

"The applicant having requested leave to withdraw its application herein, the Board following its usual practice in such cases dismisses the application.

The attention of the parties is drawn to the Mathias Ouellette Case (1955) C.C.H. Canadian Labour Law Reporter, Transfer Binder 1955-59, ¶16026, C.L.S. 76-485."



961-61-R: Building Service Employees' International Union  
#210 (Applicant) v. The Hospital Board of Trustees, Charlotte  
Eleanor Englehart Hospital (Petrolia) (Respondent)  
(36 employees)

The Board endorsed the Record in part as follows:

"The Board finds that the respondent is a municipality as defined in The Department of Municipal Affairs Act, and that it has declared pursuant to the provisions of section 89 of The Labour Relations Act that The Labour Relations Act shall not apply to it in its relations with its employees or any of them. In view of the action of the respondent in making such a declaration, the Board has no jurisdiction to process this application further and the application is accordingly terminated."

Certification Dismissed subsequent to Pre-hearing Vote

614-60-R: International Hod Carriers' Building and Common  
Labourers' Union, Local # 607 (Applicant) v. Len Cole Masonry  
Contractor (Respondent) v. Lumber and Sawmill Workers' Union,  
Local 2693 (Intervener).

VOTING CONSTITUENCY: "all construction labourers of  
the respondent employed in the district of  
Thunder Bay, save and except non-working  
foremen and persons above the rank of non-  
working foreman." (3 employees).

Number on revised voters' list		3
Number of ballots cast		3
Number of ballots cast in favour of applicant	1	
Number of ballots cast in favour of intervener	2	

806-60-R: United Rubber, Cork, Linoleum and Plastic Workers  
of America (Applicant) v. Gates Rubber of Canada Limited  
(Respondent).

VOTING CONSTITUENCY: "all employees of the respondent  
at its plant at Brantford save and except foremen,  
persons above the rank of foreman, chief engineer,  
students hired for the school vacation period,  
office and sales staff." (88 employees in the  
unit).





Number of names on revised eligibility list		76	76
Number of ballots cast			
Number of ballots marked in favour of applicant	35		
Number of ballots marked as opposed to applicant	41		

Certification Dismissed subsequent to Post-hearing Vote

605-60-R: United Steelworkers of America (Applicant) v. Rio Algom Mines Limited (Respondent).

Unit: "all employees of the respondent at its mining operation in the Townships of Long and Spragge, save and except shift bosses, foremen, assistant chief chemists, persons above the rank of shift boss, foreman and assistant chief chemist, students hired for the school vacation period, office staff and security guards." (104 employees in the unit)

Number of names on revised eligibility list		95
Number of ballots cast		
Number of ballots segregated (not counted)	2	
Number of ballots marked in favour of applicant	43	
Number of ballots marked as opposed to applicant	48	

636-60-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Reliable Linen Service Limited (Respondent).

Unit: "all delivery and pick-up drivers employed by the respondent at Toronto, save and except foremen, dispatchers and persons above the ranks of foreman and dispatcher, office staff and inside laundry workers." (19 employees in the unit)

The Board endorsed the Record as follows:

"The Board finds that the cabinet installation employee is included in the bargaining unit.

The Board notes the agreement of the parties that route supervisors are employees of the respondent included in the bargaining unit."



Number of names on revised eligibility list		19
Number of ballots cast	17	
Number of ballots marked in favour of applicant	5	
Number of ballots marked as opposed to applicant	12	

677-60-R: Canadian Textile Council (Applicant) v. Harding Carpets Limited (Respondent) v. Textile Workers' Union of America (Intervener).

Unit: "all employees of the respondent employed as weavers, assistant fixers, creel boys and floor hands in the Wilton and Tapestry Weaving Departments at Brantford."  
(66 employees in the unit).

Number of names on revised eligibility list		67
Number of ballots cast	66	
Number of ballots marked in favour of applicant	18	
Number of ballots marked in favour of intervener	48	

18,988-59: International Association of Machinists (Applicant) v. Geo. W. Crothers Ltd. (Respondent).

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, those above the rank of foreman, office and sales staff." (156 employees in the unit)

On July 5, 1960, the Board endorsed the Record in part as follows:

"For purposes of clarity the Board declares that the parts department personnel including counter men, but excluding kardex clerks, telephone order clerks, parts representatives, and general office staff are included in the bargaining unit.

The Board finds that on the basis of the list filed by the respondent and the application cards and receipts filed by the applicant, that the applicant is only in a vote position, having as a percentage as members in the bargaining unit less than 55 per cent but more than 50 per cent.



In the light of the above findings, the parties are directed to advise the Board as to their intentions with respect to any other outstanding issues so that if it should become necessary the Board may list the case for continuation of hearing."

On February 13, 1961, the Board endorsed the Record as follows:

"Following the issuance of the Board's order of July 5, 1960 in this matter, the applicant trade union notified the Board that it would ask the Board to apply section 7, sub-section 5 of The Labour Relations Act. Following a hearing on August 18, 1960, written representations were made to the Board by the parties on the question of section 7, sub-section 5 of The Labour Relations Act.

After carefully considering the evidence and the representations of the parties, we are not satisfied that this is a case where the true wishes of the employees are not likely to be disclosed by a representation vote."

Board Member D.B. Archer dissented and said:

"I dissent. Since more than fifty per cent of the employees in the bargaining unit are members of the applicant, and since in my opinion the true wishes of the employees in the bargaining unit are not likely to be disclosed by a representation vote, I would therefore have certified the applicant without taking such a representation vote."

Number of names on eligibility list	145
Number of ballots cast	145
Number of ballots marked in favour of applicant	38
Number of ballots marked as opposed to applicant	107

20,488-60: Hotel Motel & Restaurant Employees Union Local No. 899, (Applicant) v. Central Hotel Cornwall Ltd. (Respondent).

Unit: "all employees of the respondent in the Central Hotel at Cornwall, save and except manager, office staff and persons regularly employed for not more than 24 hours per week."  
(5 employees in the unit)





Number of names on revised eligibility list		5
Number of ballots cast	5	
Number of ballots marked in favour of applicant	0	
Number of ballots marked as opposed to applicant	5	

20,649-60; National Union Of Public Employees (Applicant) v. Halton Centennial Manor (Respondent).

Unit: "all employees of the respondent, save and except professional medical staff, graduate nurses, undergraduate nurses, graduate pharmacists, dietitians, student dietitians, technical staff, chief engineer, chief chef, office staff and persons regularly employed for not more than 24 hours per week." (40 employees in the unit)

Number of names on revised eligibility list		40
Number of ballots cast	40	
Number of ballots marked in favour of Applicant	16	
Number of ballots marked as opposed to Applicant	24	

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING APRIL 1961

715-60-R: United Brotherhood of Carpenters and Joiners of America, Local 249 (Applicant) v. Konvey Construction Company Limited (Joyceville Penitentiary, Pittsburgh Township) (Respondent). (6 employees)

910-60-R: The Canadian Iron Workers' Union (Applicant) v. Turford Construction Company (Toronto) (Respondent) v. The Building and Construction Trades Council of Toronto and Vicinity (Intervener) (7 employees)

995-61-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. Ferranti-Packard Electric Limited St. Catharines Division (Respondent). (260 employees).

13865-57: Automobile Salesmen's Local Union No. 930, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Church Motors Limited (Metropolitan Toronto) (Respondent). (17 employees).

20707-60: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Dravo of Canada Limited (Toronto) (Respondent). (6 employees).



APPLICATIONS FOR DECLARATION TERMINATING BARGAINING RIGHTS  
DISPOSED OF DURING APRIL 1961

717 60-R: MacLachlan Lumber & Woodworking Company Limited (Kingston) (Applicant) v. United Construction Workers, Division of District 50 United Mine Workers of America, on behalf of Local No. 43 (Respondent). (Granted). (17 employees).

(Re: MacLachlan Lumber & Woodworking Company Limited, Kingston, Ontario)

Number of names on revised eligibility list	17
Number of ballots cast	17
Number of ballots marked in favour of respondent	2
Number of ballots marked as opposed to respondent	15

916-61-R: Employees of Lynco Heating Ltd. (Applicant) v. Sheet Metal Workers International Association Local Union 537 (Respondent) v. Lynco Heating Limited (Intervener). (Dismissed). (9 employees).

(Re: Lynco Heating Limited, Hamilton, Ontario)

The Board endorsed the Record as follows:

"The respondent having been certified as bargaining agent for all sheet metal workers, sheet metal apprentices and helpers in the employ of Lynco Heating Limited at Hamilton, save and except non working foremen, persons above the rank of non working foreman on the 19th day of October, 1960, and conciliation services having been granted to the respondent on the 22nd day of December, 1960, and the applicant having made application for a declaration terminating the bargaining rights of the respondent on the 4th day of April 1961, this application is untimely pursuant to section 46 (2) of The Labour Relations Act and is accordingly dismissed."

951-61-R: Provincial Engineering Ltd. (Plant #2, Niagara Falls) (Applicant) v. International Union of Operating Engineers, Local Union #866 (Respondent). (Dismissed).



(Re: Provincial Engineering Ltd.,  
Niagara Falls, Ontario)

992-61-R: Brotherhood of Painters, Decorators and Paper-hangers of America, Sarnia, Ont. Local 1590, A.F.L.-C.I.O. (Applicant) v. Mr. Robert Cooper (Respondent). (Withdrawn).

(Re: Mr. Robert Cooper,  
London Area)

APPLICATION FOR A DECLARATION UNDER SECTION 79 DISPOSED  
OF DURING APRIL 1961

130-60-M: Vera Elkington (Applicant) v. The Wallace-Barnes Company Limited (Hamilton) (Respondent). (Dismissed).

493-60-M: Local 173, International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America (Applicant) v. Dare Foods Limited (Kitchener) (Respondent).

The Board endorsed the Record as follows:

"For reasons given in writing this  
application is dismissed."

Board Member, G.R. Harvey dissented and said:

"For reasons given in writing, I dissent."

APPLICATIONS FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED  
OF DURING APRIL 1961

827-60-U: The Hydro Electric Power Commission of Ontario (Lakeview Project) (Applicant) v. E. Arsenaault et al (Respondents). (Granted).

The Board endorsed the Record as follows:

"The applicant was notified that the addresses which it had supplied to the Board for the named respondents, T. Murphy, L.E. Todd and G. Zilkie were incorrect.





The applicant did not furnish the Board with new addresses and as a result the Board was not able to serve these three persons with notice of the application and of the other proceedings. The application is therefore dismissed in so far as it relates to T. Murphy, L.E. Todd and G. Zilkie.

L. Boily and D. Rankine, two other named respondents were discharged by the applicant on the morning of March 10th, 1961 prior to the commencement of the work stoppage which is the subject of the complaint in these proceedings. The application is therefore dismissed in so far as it relates to L. Boily and D. Rankine.

The Board is satisfied that a substantial number of employees of the applicant employed as ironworkers at the Lakeview Generating Station ceased work or refused to work, or to continue to work, in combination or in concert or in accordance with a common understanding on March 10th, 13th, 14th, 15th, 16th and 17th, 1961, and that by so doing they engaged in a strike within the meaning of section 1(1)(1) of The Labour Relations Act. Having regard to the fact that during the period in question there was in existence a collective agreement covering the said employees, the Board finds that the strike was contrary to section 54(1) of The Labour Relations Act and was therefore unlawful.

The Board is also satisfied that on September 16th, 1960, January 17th, 1961 and February 2nd, 1961, employees of the applicant employed as ironworkers at the Lakeview Generating Station engaged in unlawful strikes and that a considerable number of employees who participated in the March strike also participated in one or more of the earlier strikes. It is clear that all the stoppages arose out of, or as a result of, alleged grievances which should have been processed as such, under the terms of the grievance procedure set out in the collective agreement binding upon the employees.

The Board is satisfied therefore, having regard to the above findings and to all the other circumstances in this case that the principles enunciated by the Board in the Ball Brothers Ltd. Case (1957) C C H C.L.L.R., Transfer Binder 1955-59, 16,091, C.L.S. 76-576, The Western Tire & Auto Supply Limited Case, (1959) C C H C.L.L.R., Transfer Binder (1955-59, 16,134, C.L.S. 76-638, and The Falconbridge Nickel Mines Ltd. Case (1960) C C H C.L.L.R., Vol.1,



16,180 C.L.S. 76-704, are applicable to the present case and that a declaration should issue despite the fact that when this matter came on for hearing the stoppage in question had ended.

The Board therefore declares that employees of the applicant employed as ironworkers at the Lakeview Generating Station who ceased work, or refused to work or continue to work in combination or in concert, or in accordance with a common understanding on March 10th, 13th, 14th, 15th, 16th, and 17th, 1961, engaged in a strike within the meaning of section 1(1)(i) of The Labour Relations Act and that such strike was contrary to section 54(1) of The Labour Relations Act and was therefore unlawful.

APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING  
APRIL 1961

664-60-U: Local Union 790, Toronto (Willowdale) National Union of Public Employees (Applicant) v. St. John's Convalescent Hospital (Willowdale) (Respondent). (Withdrawn).

828-60-U: The Hydro-Electric Power Commission of Ontario (Applicant) v. Mr. B. Arsenault et al (Lakeview Project) (Respondents). (Withdrawn).

829-60-U: The Hydro-Electric Power Commission of Ontario (Applicant) v. The Allied Construction Council and International Association of Bridge, Structural and Ornamental Ironworkers (Lakeview Project) (Respondent). (Withdrawn).

830-60-U: The Hydro-Electric Power Commission of Ontario (Applicant) v. D. Rankine (Lakeview Project) (Respondent). (Withdrawn).

831-60-U: The Hydro-Electric Power Commission of Ontario (Applicant) v. J.W. Burke (Lakeview Project) (Respondent). (Withdrawn).

879-60-U: Textile Workers Union of America, CLC (Applicant) v. Midland Industries Limited (Midland Footwear Division) (Respondent). (Withdrawn).



967-61-U: United Steelworkers of America (Applicant)  
v. Wright Assemblies Limited (Strathroy) (Respondent).  
(Dismissed).

The Board endorsed the Record as follows:

"On the evidence before it, the Board is unable to find any substance to the allegations of the applicant union that Homer Bosselle and Russell Keck were discharged from the employ of the respondent contrary to the provisions of The Labour Relations Act."

APPLICATIONS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)  
DISPOSED OF DURING APRIL 1961

343-60-U: Printing Specialties & Paper Products Union  
No. 466 (Complainant) v. H. Harding & Sons Ltd. (Resp-  
ondent).

458-60-U: The Canadian Union of Operating Engineers  
(Complainant) v. C.T. Holdings Limited (Toronto) (Resp-  
ondent).

568-60-U: Mrs. Barbara Jarvis (Complainant) v. Asso-  
ciated Medical Services Incorporated (Respondent).

The Board endorsed the Record as follows:

"For the reasons to be given in writing, we are satisfied that Barbara Ann Jarvis was discharged by the respondent on February 2, 1961, contrary to The Labour Relations Act. We determine (1) that Barbara Ann Jarvis shall be reinstated forthwith in employment with the respondent, (2) that the parties meet forthwith with a view to agreeing on the amount of compensation to be paid by the respondent to Barbara Ann Jarvis, and (3) in default of agreement between the parties on the amount referred to in (2) within 14 days after the release of this determination or within such longer period as they mutually agree upon, the issue as to the amount to be paid to Barbara Ann Jarvis will be determined by the Board upon the request of either party."





615-60-U: The Sudbury and District General Workers Union,  
Local 902 of the International Union of Mine Mill and Smelter  
Workers (Complainant) v. Edwards Sudbury Limited (Respondent).

The Board endorsed the Record as follows:

1. For reasons to be given in writing, I find that Robert Harrower, whose employment with the respondent company was terminated on February 13th, 1961, was not discharged nor otherwise dealt with contrary to The Labour Relations Act. The Complaint of the applicant with regard to Robert Harrower, is, therefore, dismissed.

2. For reasons to be given in writing, I am satisfied that Lawrence Bouillon and Richard de Carufel, whose employment with the respondent was terminated on February 13th, 1961, and George Sunstrum, whose employment with the respondent was terminated on February 14th, 1961, were all discharged by the respondent contrary to The Labour Relations Act.

3. I, therefore, make the following determination with respect to each of these persons:-

(1) (a) The respondent shall forthwith reinstate Lawrence Bouillon in his employment in the same position in which he was employed by the respondent at the time of his discharge and shall forthwith pay to him the sum of \$ 500.00 as compensation for his loss of earnings between the date of his discharge and the date of the hearing of this complaint.

(b) The respondent and the applicant shall meet forthwith with a view to agreeing on the amount of the loss of earnings, and other employment benefits, if any, sustained by Lawrence Bouillon, between the date of the hearing of the complaint, and the date of his actual reinstatement. In default of an agreement between the parties within fourteen days after the release of this determination or within such longer period as they may mutually agree upon, the amount of such further compensation payable, if any, will be determined by the Board upon the request of either party.

(2) No order is made for the reinstatement of George Sunstrum as during the week of April 3rd, 1961, this person obtained permanent employment with another employer and did not wish to return to the employ of the respondent. The respondent shall forthwith pay to George Sunstrum, the sum of \$425.00 as compensation for his loss of earnings up to the date when he obtained other employment.



- (3) No order is made for the reinstatement or compensation of Richard de Carufel as the respondent intended to discharge him for proper reasons in any event, at the end of April, 1961 and he was paid up to that date."

Board Member E. Boyer said: . . .

"For reasons to be given in writing, while I concur in the determination of the Chairman with respect to Lawrence Bouillon and George Sunstrum but I would have found that Robert Harrower and Richard de Carufel were discharged contrary to the Act and I would have ordered reinstatement and compensation for both of them."

Board Member R.W. Teagle said:

"For reasons to be given in writing, I concur in the determination of the Chairman with respect to Richard de Carufel and Robert Harrower, I would have found that Lawrence Bouillon and George Sunstrum were not discharged or otherwise dealt with contrary to the Act."

673-60-U: Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 117-C (Complainant) v. Ontario Stress-Crete Company Limited (Burlington) (Respondent).

769-60-U: International Leather Goods, Plastic and Novelty Workers' Union Local No. 8 (Complainant) v. Raine Manufacturing Products Limited (Toronto) (Respondent). (

776-60-U: Robert W. Leblanc (Complainant) v. The Riverside-Tecumseh Joint Waterworks Board (Riverside) (Respondent).

The Board endorsed the Record as follows:

"On considering the statements made to the Field Officer, Mr. H.K. McKay in the course of his enquiry into the complaint in this matter, we are of the opinion that the evidence in this case does not disclose a violation of The Labour Relations Act and this complaint is accordingly dismissed."



788-60-U: The Canadian Union of Operating Engineers (Complainant) v. The International Union, United Automobile, Aircraft and Agricultural Implement Workers of America Local 275 - U.A.W.-A.F.L.-C.I.O. (Respondent).

The Board endorsed the Record as follows:

"Having regard to the representations of the complainant that the complainant is abandoning its complaint, this proceeding is hereby terminated."

855-60-U: International Leather Goods, Plastics and Novelty Workers' Union Local No. 8 (Complainant) v. Rainee Manufacturing Products Limited (Respondent).

The Board endorsed the Record as follows:

"Settlement of the complaint having been effected by the Field Officer, this proceeding is accordingly terminated."

994-61-U: Syndicate des Services Hospitaliers du District d'Ottawa (Complainant) v. Foyer St-Charles (Respondent).

APPLICATIONS UNDER SECTION 34(5) DISPOSED OF DURING  
APRIL 1961

525-60-M: Janzen Plumbing & Heating Limited (Applicant) v. The United Association of Journeymen & Apprentices of The Plumbing & Pipefitting Industry of the United States & Canada, Niagara District Council No. 40, composed of Local Union Nos. 244, 595 and 784 (Respondent). (Granted).

The Board endorsed the Record as follows:

"For the reasons given in writing the Board finds that Janzen Plumbing & Heating Limited is bound by the collective agreement between the Lincoln & Welland Labour Bureau and the United Association of Journeymen & Apprentices of The Plumbing & Pipefitting Industry of The United States & Canada Niagara District Council No. 40, composed of Local Union Nos. 244, 595, and 784, effective July 11th, 1960 until April 30th, 1962.





SPECIAL ENDORSEMENTS IN CONCILIATION APPLICATIONS

357-60-C: The United Steelworkers of America (Applicant) v. Canada Machinery Corporation Limited (Galt) (Respondent).

The Board endorsed the Record as follows:

"For reasons given in writing this application is dismissed."

764-60-C: The Pattern Makers Association of Hamilton (Applicant) v. Dot Model & Pattern Works Ltd. (Hamilton) (Respondent).

The Board endorsed the Record as follows:

"Although notice in writing of desire to bargain was not given by either party in accordance with the provisions of section 40 of The Labour Relations Act, nevertheless the parties have met and bargained.

Having regard to the provisions of section 13(3) of The Labour Relations Act, the applicant's request that conciliation services be made available to the parties is granted with respect to the journeymen pattern makers and pattern makers' apprentices of the respondent."

765-60-C: The Pattern Makers Association of Hamilton and Vicinity (Applicant) v. Dominion Pattern Works (Hamilton) (Respondent).

The Board endorsed the Record as follows:

"Although notice in writing of desire to bargain was not given by either party in accordance with the provisions of section 40 of The Labour Relations Act, nevertheless the parties have met and bargained.

Having regard to the provisions of section 13(3) of The Labour Relations Act the applicant's request that conciliation services be made available to the parties is granted with respect to the pattern makers' apprentices of the respondent."



942-60-C: United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. Stead and Lindstrom Limited (District of Thunder Bay) (Respondent).

The Board endorsed the Record as follows:

"Where an application for conciliation services is made under section 13 of The Labour Relations Act, conciliation services may only be granted where the bargaining in respect of which the services are requested looks to the completion of a first agreement following upon certification of a trade union, to the renewal, with or without modification of a collective agreement, or to the making of a new agreement. See the Fern Shoe Company Case (1951) C.L.S. 76-311: C.C.H. Canadian Labour Law Reports, 1949-54 Transfer Binder, 17,020.

On the basis of the evidence before the Board, the parties in this case appear to be bound by a collective agreement, between the applicant and The Lakehead Builders' Exchange which became effective on the 1st day of April, 1959, and remains in effect until the 31st day of March 1962. The parties, therefore, are not bargaining for the renewal of a collective agreement or for the making of a new agreement. In the circumstances, conciliation services are not available to the parties.

986-61-C: International Woodworkers of America (Applicant) v. Roti-Wood and Metal Products Company Limited (Fergus) (Respondent).

The Board endorsed the Record as follows:

"On March 13, 1961, the applicant made an application for conciliation services with respect to the employees of the respondent in the bargaining unit defined in the Board's certificate dated December 30, 1960. (File No. 791-60-C). As the parties had not met and bargained prior to the date of application, the Board, on March 21, 1961, directed them to meet, bargain in good faith, make every reasonable effort to conclude a collective



agreement and report their progress in this regard to the Board. From the reports filed with the Board, it appears that the parties had meetings on April 1st and 8th, 1961

On April 11, 1961, the applicant made the instant application for conciliation services with respect to the employees affected by the first-mentioned application which was still pending before the Board.

On April 25, 1961, the Board considered the submissions of the parties with respect to the application made on March 13, 1961, and granted conciliation services to them. In these circumstances it is unnecessary to process the instant application further and it is accordingly terminated."

TRUSTEESHIP REPORTS FILED

T14-61 UNITED STEELWORKERS OF AMERICA Local 4035 at London, taken into Trusteeship on March 3rd, 1961, under supervision of Pat Daley on recommendation of Lawrence F. Sefton, Director District 6, United Steelworkers of America. Report filed by William Mahoney, National Director for Canada.

T3-60 UNITED STEELWORKERS OF CANADA Local 4433 Report filed by D.M. Storey, Legislative Representative, dated March 14, 1961, stated that Local 4433 is no longer under trusteeship.

For particulars of report of Trusteeship see Monthly Report, Ontario Labour Relations Board, December 1960, page 345.



PART TWO

STATISTICAL TABLES





## STATISTICAL TABLES

### Notes on Statistical Tables

1.	Applications and Complaints to the Ontario Labour Relations Board	S.1
2.	Hearings of the Labour Relations Board	S.7
3.	Applications and Complaints Disposed of by Ontario Labour Relations Board	S.8
4.	Applications and Complaints Disposed of by Board by Major Types	S.9
5.	Representation Votes in Certification Applications Disposed of by the Board	S.11
6.	Representation Votes in Termination Applications Disposed of by the Board	S.11



NOTES ON STATISTICAL TABLES

The tables in the Monthly Report indicate the work-load of the Labour Relations Board and give a current account of the results of its operations.

Applications filed are the main indications of the Board's work-load, while statistics on the number of applications disposed of by the Board provides the basis for an analysis of the results of the Board's operations.

TABLE 1:        Applications and Complaints to the Labour Relations Board, shows the Board's overall work-load as well as the breakdown by major types of applications. On October 22, 1960, the Labour Relations Amendment Act, 1960, came into force and, commencing with the October 1960 Monthly Report, Complaints of Unfair Practice in Employment, section 57, R.S.O. 1950, c. 194; (now section 65, R.S.O. 1960, c. 202) were included in Table 1. Complaints under this section will continue to be reported in Table 1. As relatively few applications are made under the headings of "Determination under Section 79 of Act" and "Consent to Early Termination of Agreement" separate reference will not be made to either of them in Table 1. The statistics relevant to these latter applications will be included under "Miscellaneous".

TABLE 2:        Hearings of the Ontario Labour Relations Board: The Board hears all applications for certification except a large proportion of those dealt with under section 8 of the Act and those withdrawn before hearing. It also hears applications and complaints for declaration terminating bargaining rights, declarations that strike or lockout unlawful, consent to prosecute and some miscellaneous applications. Conciliation applications are heard



by the Board if either of the parties request a hearing or if the Board decides that the circumstances of a particular case warrant a hearing. Complaints made under section 65 are heard by the Board if they are not withdrawn or dismissed in the earlier stages of the application.

TABLE 3: Applications and Complaints Disposed of by the Ontario Labour Relations Board by Major Types, is a summary of the Board's dispositions during the month. Commencing with the November 1960 Monthly Report, Complaints of Unfair Practices in Employment have been included in Table 3. Complaints under section 65 will continue to be reported in this Table. As relatively few applications are made under the heading "Determination under Section 79 of Act" and "Consent to Early Termination of Agreement" separate reference will not be made to either of them in Table 3. The statistics relevant to these applications will be included under "Miscellaneous."

TABLE 4: Applications Disposed of by the Board, by Type and by Disposition, gives details of the Board's disposition for each of the major types of application. For certification and termination applications disposed of, the tables include data on the number of employees directly affected by the application.

The figures for the number of employees directly affected by certification and termination applications refer to the number of employees in the bargaining unit as defined by the Board as at the date of making of the application. This date was chosen because under the provisions of the Act (sections 7, 8, and 43) it is the base date selected for purposes of determining the employees in the bargaining unit who are affected by the application. Where applications for certification and termination are granted, the size and composition of the bargaining unit have been examined carefully by the Board, and in these cases the numbers in the bargaining unit shown in the Report approximate very closely to a final count made by the Board of the number of employees





in the bargaining unit at the date the applications were made.

Totals of employees involved in dismissed and withdrawn cases, however, can only be approximate. Where cases are dismissed on the grounds of untimeliness, for example, no final count of the number of the bargaining unit will be made. Where a case is withdrawn (usually before a hearing) no final count may be made.

The breakdown in respect to "CLC" and "Other" has been discontinued because of fluctuations over a period of time in union affiliation to the C.L.C.

Table 4 will not now include the headings "Declaration of Successor Status" "Determination under Section 79 of Act" "Consent to Early Termination of Agreement" and "Miscellaneous". It is felt that the significance of the Board's operation in respect of this type of application cannot be adequately given under the breakdowns of granted, dismissed and withdrawn.

TABLE 5:     Representation Votes in Certification Applications Disposed of by the Board.  
The data in this table refer to certification applications in which a vote has been conducted, and which have been disposed of by the Board during the month. The figures in this table are therefore directly comparable to the total certification applications disposed of during the month.

Vote cases are divided into two major groups, those in which there was certification after a vote, and those in which there was a dismissal of an application after a vote.

The Labour Relations Amendment Act 1960 proclaimed in force on October 22, 1960, made provisions for pre-hearing votes. - see Supplement to March 1961 Monthly Report pps. 462-466. In the CASE LISTINGS of the December 1960, January, February, March 1961 Monthly Reports the pre hearing votes conducted by the Board have been reported.



Table 5 has been amended to summarize all votes in certification applications under the headings of pre hearing votes and post hearing votes and by the designations of granted and dismissed. The ballot choice which was previously given in Table 5 will not be presented as at present. It is felt that the significance of the ballot choice cannot be accurately portrayed in such a Table and should be periodically presented in supplementary reports.

TABLE 6:      Representation Votes in Termination Applications Disposed of by the Board. This table, refers to votes in termination applications disposed of during the month, and the figures are directly comparable to the total of termination applications disposed of. Where a vote is ordered in a termination application, the bargaining rights of the incumbent union can be terminated only if more than 50% of those eligible to vote indicate that they do not wish the union to continue as their bargaining agent.

The breakdown in respect to "CLC" and "Other" has been discontinued because of fluctuations, over a period of time in union affiliation to the C.L.C.

#### SUPPLEMENTARY TABLES AND REPORTS

On October 22, 1960, The Labour Relations Amendment Act 1960 came into force and substantial amendments contained in that Act became operative.

The Board became subject to additional duties and responsibilities some of which were different from any previously undertaken by the Board and which can not be meaningfully reported in the same way as other applications disposed of (see Complaint of Unfair Practice in Employment and Trusteeship Reports Later).

It is also recognized that the statistical tables presented in the Monthly Reports are subject to limitations. The Monthly Report is more valuable to many recipients if it can be read with a minimum of delay after the month under review. Thus the tables



presented monthly must be quickly compiled and represent "basic" or "primary" data.

It is hoped to supplement the tables presented monthly as follows:-

#### Representation.Votes

As noted earlier the ballot choice will be excluded from Table 5. Detailed reports, covering a three month period, will appear periodically, if possible in the March, June, September and December Monthly Reports, and will include ballot choice offered to voters.

#### Complaint.of.Unfair.Practice.in.Employment.(Section.65)

The Monthly Reports from October 1960 onwards have noted the complaints made and disposed of under section 65 in Table 1 and 3 respectively. The CASE LISTINGS have given details of the complainant and respondent in each complaint disposed of by the Board in the month under review. This information will continue to be presented. As the designations of granted, dismissed and withdrawn have different implications than these terms in certification applications, detailed reports, covering a three month period, will appear periodically if possible in the reports of January, April, July and October commencing with the July 1961 Report.

#### Trusteeship.Reports

The December 1960, February 1961 and March 1961 Monthly Reports have presented details of trusteeship reports received by the Board. The same form of reportage is contemplated for other reports received by the Board in the coming fiscal year.



Other Supplementary Tables and Reports

It is proposed that supplementary reports on applications for consent to prosecute, applications for declaration that strike and lockout unlawful, termination applications, declaration of successor status and applications under section 79 of the Act will be presented as available in the May, August, November and February Monthly Reports.





TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Type of Application Type of	Number of Applications Filed		
	<u>April</u> <u>'61</u>	<u>1st month of fiscal year</u> <u>61-62</u>	<u>60-61</u>
I. Certification	43	43	62
II. Declaration Terminating Bargaining Rights	10	10	1
III. Declaration of Successor Status	-	-	-
IV. Conciliation Services	139	139	87
V. Declaration that Strike Unlawful	5	5	-
VI. Declaration that Lockout Unlawful	-	-	1
VII. Consent to Prosecute	11	11	19
VIII. Complaint of Unfair Practice in Employment (Section 65)	12	12	-
IX. Miscellaneous	-	-	1
TOTAL	220	220	171

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

	Number		
	<u>April</u> <u>'61</u>	<u>1st month of fiscal year</u> <u>61-62</u>	<u>60-61</u>
Hearings and continuation of Hearings by the Board	71	71	89



TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO  
LABOUR RELATIONS BOARD BY MAJOR TYPES

Type of Application	April	1st month of fiscal year	
	'61	61-62	60-61
I. Certification	60	60	56
II. Declaration Terminating Bargaining Rights	4	4	4
III. Conciliation Services	112	112	90
IV. Declaration that Strike Unlawful	1	1	3
V. Declaration that Lockout Unlawful	-	-	1
VII. Consent to Prosecute	7	7	10
VIII. Complaint of Unfair Practice in Employ ment (Section 65)	9	9	-
IX. Miscellaneous	<u>3</u>	<u>3</u>	<u>4</u>
TOTAL	196	196	168



APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS BOARD  
BY TYPES AND BY DISPOSITION

\*Employees

I. Disposition	April	1st month	fiscal yr.	April	1st month	fiscal yr.
	'61	61-62	60-61	'61	61-62	60-61
<hr/>						
I. Certification						
Certified	38	38	43	562	562	937
Dismissed	17	17	10	738	738	235
Withdrawn	<u>5</u>	<u>5</u>	<u>3</u>	<u>376</u>	<u>376</u>	<u>199</u>
TOTAL	60	60	56	1676	1676	1369

I. Termination of Bargaining Rights

Terminated	1	1	1	17	17	17
Dismissed	2	2	-	9	9	-
Withdrawn	<u>1</u>	<u>1</u>	<u>3</u>	<u>-</u>	<u>-</u>	<u>378</u>
TOTAL	4	4	4	26	26	395

\*These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.





- S10 - APPLICATIONS DISPOSED OF BY  
BOARD (continued)

	Number of appl'ns Dis. of		
	April	1st month of	fiscal year
	<u>'61</u>	<u>61-62</u>	<u>60-61</u>

III. Conciliation Services\*

Referred	103	103	85
Dismissed	<u>3</u>	<u>3</u>	<u>2</u>
Withdrawn	<u>6</u>	<u>6</u>	<u>3</u>
 TOTAL	 112	 112	 90

IV. Declaration that  
Strike Unlawful

Granted	1	1	1
Dismissed	-	-	-
Withdrawn	<u>-</u>	<u>-</u>	<u>2</u>
 TOTAL	 1	 1	 3

V. Declaration that  
Lockout Unlawful

Granted	-	-	1
Dismissed	-	-	-
Withdrawn	<u>-</u>	<u>-</u>	<u>-</u>
 TOTAL	 -	 -	 1

VI. Consent to  
Prosecute

Granted	1	1	2
Dismissed	-	-	1
Withdrawn	<u>6</u>	<u>6</u>	<u>7</u>
 TOTAL	 7	 7	 10

\*Includes applications for conciliation services re unions claiming successor status.



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TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED  
OF BY THE BOARD

	Number of Votes		
	April '61	1st month of fiscal year 61-62	60-61
<hr/>			
* <u>Certification After Vote</u>			
pre-hearing vote	6	6	-
post-hearing vote	2	2	1
 <u>Dismissed After Vote</u>			
pre-hearing vote	2	2	-
post-hearing vote	<u>6</u>	<u>6</u>	<u>3</u>
TOTAL	16	16	4

\* Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED  
OF BY THE BOARD

	Number of Votes		
	April '61	1st month of fiscal year 61-62	60-61
<hr/>			
Respondent Union Successful	-	-	-
Respondent Union Unsuccessful	<u>1</u>	<u>1</u>	<u>1</u>
TOTAL	1	1	1

\* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.



# **MONTHLY REPORT**

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ONTARIO

MAY 1961

## **ONTARIO LABOUR RELATIONS BOARD**



MONTHLY REPORT OF THE ONTARIO LABOUR RELATIONS BOARD

FOR THE MONTH OF MAY, 1961





PART ONE

CASE LISTINGS



# CASE LISTINGS

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APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD DURING MAY 1961

Bargaining Agents Certified During May  
No Vote Conducted

716-60-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 183 (Applicant) v. Leo Contracting Company Limited (Metropolitan Toronto) (Respondent).

Unit: "all construction labourers in the employ of the respondent at Metropolitan Toronto, save and except non-working foremen, persons above the rank of non-working foreman, and shop and yard employees." (170 employees in the unit)

(SEE INDEXED ENDORSEMENTS PAGE 57)

742-60-R: Local 721, International Association of Bridge, Structural and Ornamental Iron Workers (Applicant) v. Power's Steel Construction (Respondent).

Unit: "all reinforcing rodmen in the employ of the respondent within a radius of 25 miles of the Toronto City Hall, save and except non-working foremen and persons above the rank of non-working foreman." (9 employees in the unit)

877-61-R: The Canadian Union of Operating Engineers (Applicant) v. Sherbrooke Metallurgical Company Limited (Township of Sherbrooke) (Respondent).

Unit: "all employees of the respondent at its plant in the Township of Sherbrooke, save and except foremen, persons above the rank of foreman, office staff, chief chemist and students hired during the school vacation period." (43 employees in the unit)

The Board endorsed the Record in part as follows:

"For the purposes of clarity, the Board declares that the bargaining unit includes crew leaders and the chemist's helper."

959-61-R: Local 721, International Structural Association of Bridge, Structural & Ornamental Ironworkers (Applicant) v. G & H Service of Canada Ltd. (Respondent).





Unit: "all reinforcing rodmen in the employ of the respondent within a radius of twenty-five miles of the City Hall at Toronto and including the Town of Newmarket, who place and tie all iron, steel, metal and wire mesh used in reinforced concrete construction, save and except non-working foremen, and persons above the rank of non-working foreman."  
(111 employees in the unit)

987-61-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Cathcart Freight Lines Ltd. (Respondent).

Unit: "all employees of the respondent at Hamilton, save and except foremen, persons above the rank of foreman and office and sales staff." (5 employees in the unit)

988-61-R: United Brotherhood of Carpenters & Joiners of America, Local Union 1450 (Applicant) v. Anglin-Norcross Ontario Limited (Respondent).

Unit: "all carpenters and carpenters' apprentices of the respondent employed in the City of Peterborough or the County of Peterborough, save and except non-working foremen and persons above the rank of non-working foreman."  
(2 employees in the unit)

989-61-R: Local 280, of the Hotel & Restaurant Employees' & Bartenders' International Union (Applicant) v. Riverdale Basketball Graduates Club (Respondent).

Unit: "all tapmen, bartenders, beverage waiters, bar boys and improvers in the employ of the respondent in its Grads Club at Toronto, save and except manager, persons above the rank of manager, and persons regularly employed for not more than 24 hours per week." (2 employees in the unit)

993-61-R: General Truck Drivers Union Local 879 (Applicant) v. Best Mix Concrete Limited (batching plant, Lake Street, St. Catharines) (Respondent).

Unit: "all employees of the respondent working in and out of the respondent's batching plant, Lake Street, St. Catharines, save and except foremen, persons above the rank of foreman, office and sales staff." (11 employees in the unit)  
(Unit agreed to by the parties)

1007-61-R: International Association of Machinists (Applicant) v. Strippit Tool & Machine Company (Respondent).

Unit: "all employees of the respondent at Brampton, save and except foremen, persons above the rank of foreman and office staff." (25 employees in the unit)



1013-61-R: General Truck Drivers' Union, Local 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. The Great Atlantic & Pacific Tea Company, Limited (315 Pinnacle Street, Belleville) (Respondent).

Unit: "all employees of the respondent employed in its store at 315 Pinnacle Street, Belleville, save and except store manager, assistant store manager, produce department head, meat department head, head cashier, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period." (20 employees in the unit)  
(Unit agreed to by the parties)

1014-61-R: General Truck Drivers' Union, Local 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Edwards Transport Limited (Frankville) (Respondent).

Unit: "all employees of the respondent employed at or working out of Frankville, save and except foremen, persons above the rank of foreman, office and sales staff."  
(18 employees in the unit)

1015-61-R: Shopmen's Local Union # 734 of the International Association of Bridge, Structural & Ornamental Iron Workers affiliated with the A.F.L. & C.I.O. (Applicant) v. Arc-Way Steel Construction Ltd. (Burlington) (Respondent).

Unit: "all employees of the respondent at Burlington, save and except foremen, persons above the rank of foreman, office and sales staff, and persons engaged in field erection work."  
(4 employees in the unit)

1091-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 938, General Truck Drivers (Applicant) v. Dalewood Transport Ltd. (Sault Ste. Marie) (Respondent).

Unit: "all employees of the respondent employed at and working out of Sault Ste. Marie, save and except foremen, persons above the rank of foreman and office and sales staff."  
(2 employees in the unit)

1093-61-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Dalewood Transport Ltd. (Brantford) (Respondent).

Unit: "all employees of the respondent at Brantford, save and except foremen, persons above the rank of foreman and office staff." (4 employees in the unit)



1094-61-R: General Truck Drivers' Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. Dalewood Transport Ltd. (Hamilton) (Respondent).

Unit: "all employees of the respondent at Hamilton, save and except foremen, persons above the rank of foreman and office and sales staff." (9 employees in the unit)

1098-61-R: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Gaston Julien Reg'd (Crystal Beach, Ottawa) (Respondent).

Unit: "all employees of the respondent engaged in the installation of resilient flooring at its Northern Electric Building project at Crystal Beach, Ottawa, save and except non-working foremen, persons above the rank of non-working foreman and office staff." (4 employees in the unit)

1143-61-R: Local No. 7 Ontario of The Bricklayers, Masons and Plasterers International Union of America (Applicant) v. Nedan Masonry Co. (Ottawa) (Respondent).

Unit: "all bricklayers and stone-masons and their apprentices of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (10 employees in the unit)

1145-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 183 (Applicant) v. G.C. Romano Construction Limited (Respondent).

Unit: "all construction labourers employed by the respondent working within the boundaries of Metropolitan Toronto, save and except non-working foremen, persons above the rank of non-working foreman and shop and yard employees." (16 employees in the unit)

1146-61-R: International Molders & Foundry Workers Union of North America and Local No 28 (Applicant) v. J. Hungerford Smith Co. Limited (Metropolitan Toronto) (Respondent).

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office and sales staff, laboratory technicians and persons regularly employed for not more than 24 hours per week." (22 employees in the unit)

1154-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 183 (Applicant) v. Johnson-Perini-Kiewit (Metropolitan Toronto) (Respondent).





Unit: "all construction labourers in the employ of the respondent in Metropolitan Toronto, save and except non-working foremen and persons above the rank of non-working foreman." (50 employees in the unit).

The Board endorsed the Record in part as follows:

"The evidence before the Board is to the effect that the respondent did not become a member of the General Contractors of the Toronto Builders Exchange until a date which was some months after the date when the collective agreement between the General Contractors Section of the Toronto Builders Exchange and International Hod Carriers' Building and Common Labourers' Union of America, Local 506, was entered into. There is nothing in the evidence to indicate that the respondent subsequently agreed in writing with the International Hod Carriers' Building and Common Labourers' Union of America, Local 506 that they would be bound by the agreement (see Canada Machinery Case, April 11, 1961). Consequently, the Board finds that the agreement between International Hod Carriers' Building and Common Labourers' Union of America, Local 506, and the General Contractors Section of the Toronto Builders Exchange is not a bar to the present application and that International Hod Carriers' Building and Common Labourers' Union of America, Local 506 has no bargaining rights on behalf of the employees of the respondent (see in this connection Sovereign Construction Company Case, 1960 C.C.H. Canadian Labour Law Reporter, ¶16,168, C.L.S. 76-603).

1155-61-R: United Brotherhood of Carpenters and Joiners of America, Local 2486 (Applicant) v. Schwenger Construction Limited (Respondent).

Unit: "all carpenters and carpenter apprentices in the employ of the respondent on the Ontario Water Resources Commission Project No. 60-S-53 at Sudbury, save and except non-working foremen, and persons above the rank of non-working foreman." (2 employees in the unit)

1156-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Local Cartage Company (Metropolitan Toronto) (Respondent).

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (9 employees in the unit).





1170-61-R: Amalgamated Clothing Workers of America (Applicant) v. Baldwin Garments Limited (London) (Respondent).

Unit: "all employees of the respondent at London, save and except foremen and foreladies, persons above the rank of foreman and forelady and office and sales staff."  
(22 employees in the unit)

1186-61-R: General Drivers Local Union No. 989, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (Applicant) v. City Body Shop (Pembroke) (Respondent).

Unit: "all employees of the respondent employed at or working out of Pembroke, save and except foremen, persons above the rank of foreman and office staff." (3 employees in the unit)

1187-61-R: General Drivers Local Union No. 989 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (Applicant) v. McCool Motors Limited (Pembroke) (Respondent).

Unit: "all employees of the respondent employed at or working out of Pembroke, save and except foremen, persons above the rank of foreman and office staff." (6 employees in the unit)

1188-61-R: General Drivers Local Union No. 989 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (Applicant) v. Martins (Pembroke) Limited (Respondent).

Unit: "all employees of the respondent employed at or working out of Pembroke, save and except foremen, persons above the rank of foreman, office staff and car salesmen."  
(10 employees in the unit)

1191-61-R: The International Union of Electrical, Radio and Machine Workers' (Applicant) v. R.C.A. Victor Company Limited (Smiths Falls plant) (Respondent).

Unit: "all office, clerical and technical employees of the respondent at its Smiths Falls plant, save and except plant manager, personnel manager, production control manager, manager of manufacturing, quality control manager, orders administration and warehousing manager, maintenance and powerhouse manager, supervisors, one secretary to the plant manager, one secretary to the personnel manager, and one confidential secretary to be shared by the remaining managers, foremen and persons above the ranks of supervisor and foreman, nurse and security guards."  
(18 employees in the unit) (Unit agreed to by the parties)



1208-61-R: The Canadian Union of Operating Engineers  
(Applicant) v. Fairview Shopping Centres Limited (Respondent).

Unit: "all stationary engineers and persons primarily engaged as their helpers employed by the respondent at the C.I.L. Building at 130 Bloor Street West, Toronto, save and except the chief engineer." (4 employees in the unit)

1210-61-R: International Union of United Brewery, Flour, Cereal Soft Drink & Distillery Workers of America (Applicant) v. Brewers' Warehousing Company Limited (Respondent).

Unit: "all employees of the respondent at its warehouse and retail store at Casselman, save and except managers or foremen, persons above the rank of manager or foreman and office staff." (4 employees in the unit)

The Board endorsed the Record in part as follows:

"Having regard to the fact that there was no evidence of membership of employees of the respondent at Long Sault in the applicant, the Board finds that the employees of the respondent at Long Sault are not included in the Bargaining unit."

1222-61-R: International Association of Bridge, Structural and Ornamental Iron Workers, Local 765 (Applicant) v. Stephens-Adamson Mfg. Co. of Canada Limited (Township of Augusta) (Respondent).

Unit: "all structural iron workers, riggers and welders engaged in the erection of steel structures and conveyors in the employ of the respondent in the Township of Augusta, save and except non-working foremen and persons above the rank of non-working foreman." (4 employees in the unit)

1231-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 183 (Applicant) v. McNamara-Raymond (General Contractors) (Toronto Transit Commission subway, Metropolitan Toronto) (Respondent).

Unit: "all construction labourers in the employ of the respondent in Metropolitan Toronto, save and except non-working foremen and persons above the rank of non-working foreman." (75 employees in the unit)

The Board endorsed the Record as follows:



"The evidence before the Board is to the effect that the respondent did not become a member of the General Contractors Section of the Toronto Builders Exchange until a date which was some months after the date when the collective agreement between the General Contractors Section of the Toronto Builders Exchange and International Hod Carriers' Building and Common Labourers' Union of America, Local 506 was entered into. There is nothing in the evidence to indicate that the respondent subsequently agreed in writing with the International Hod Carriers' Building and Common Labourers' Union of America, Local 506 that they would be bound by the agreement (see Canada Machinery Case, April 11, 1961). Consequently, the Board finds that the agreement between International Hod Carriers' Building and Common Labourers' Union of America, Local 506, and the General Contractors Section of the Toronto Builders Exchange is not a bar to the present application and that International Hod Carriers' Building and Common Labourers' Union of America, Local 506 has no bargaining rights on behalf of the employees of the respondent (see in this connection Sovereign Construction Company Case, 1960, C.C.H. Canadian Labour Law Reporter, ¶16,168, C.L.S. 76-683)."

1244-61-R: Baker Paper Products Employees Association (Applicant) v. Baker Paper Products Limited (Toronto) (Respondent).

Unit: "all employees of the respondent at Toronto, save and except foremen, persons above the rank of foreman and office and sales staff." (35 employees in the unit)

Certified Subsequent to Post-hearing Vote

380-60-R: International Hod Carriers Building and Common Laborers' Union of America, Local 607 (Applicant) v. Rino Zanette, Masonry Contractor (geographical district of Thunder Bay) (Respondent) v. Lumber and Sawmill Workers Union, Local 2693 (Intervener).

Unit: "all construction labourers employed by the respondent in the District of Thunder Bay, save and except non-working foremen and persons above the rank of non-working foreman." (5 employees in the unit)

Number of names on  
eligibility list  
Number of ballots cast  
Number of ballots marked in  
favour of applicant  
Number of ballots marked in

4  
4  
4





570-60-R: The Canadian Union of Operating Engineers  
(Applicant) v. Sheraton Brock Hotel (Respondent) v. Hotel and  
Restaurant Employees Union Local # 442 (Intervener).

Unit: "all stationary engineers in the employ of the  
respondent in the Sheraton Brock Hotel at Niagara Falls, save  
and except the Chief engineer." (3 employees in the unit)

Number of names on eligibility list		3
Number of ballots cast	3	
Number of ballots marked in favour of applicant	3	
Number of ballots marked in favour of intervener	0	

618-60-R: Retail, Wholesale and Department Store Union  
(Applicant) v. Kitchener Dairies Ltd. (Kitchener) (Respondent).

Unit: "all employees of the respondent at Kitchener, save  
and except foremen, persons above the rank of foreman, office  
staff, dairy bar employees, catering staff, employees at the  
Barkley Steak House, and persons regularly employed for not  
more than 24 hours per week." (13 employees in the unit)

Number of names on revised eligibility list		10
Number of ballots cast	10	
Number of ballots marked in favour of applicant	7	
Number of ballots marked in favour of Dairy Workers Local Union 258 of the Amalgamated Meat Cutters and Butcher Workmen of North America	3	

Applications for Certification Dismissed no Vote Conducted

235-60-R: The Canadian Union of Operating Engineers  
(Applicant) v. A. Seigal Management Co. Limited and C.T.  
Holdings Limited (2 Carlton Street, Toronto) (Respondent).  
(3 employees)  
(Proceeding Terminated)

341-60-R: Timberworkers' Independent Union (Applicant) v.  
Jim Mathieu Limited (within the area bounded on the South by  
the international boundary between Canada and the United States  
of America, on the North by King's Highway Number 17, on the  
West by a line running due north and south through the Town of  
Kenora, Ontario, and on the East by a line running due North  
and south through the Hamlet of Shabaqua, Ontario (Respondent)  
v. Lumber and Sawmill Workers' Union, Local 2693 (Intervener).  
(45 employees).

(SEE INDEXED ENDORSEMENTS PAGE 55)



369-60-R: The Toronto-Peterborough Transport Employees Association (Applicant) v. The Toronto-Peterborough Transport Company Limited (Belleville) (Respondent). (13 employees)

The Board endorsed the Record as follows:

"Although the applicant has requested leave of the Board to withdraw its application herein, the Board, following its usual practice in such cases, dismisses the application. The attention of the parties is directed to the Hydro Electric Commission of Hamilton Case, (1958) C.C.H. Canadian Labour Law Reporter, Transfer Binder, 1955-59 T16120, C.L.S. 76,617."

370-60-R: The Toronto-Peterborough Transport Employees Association (Applicant) v. The Toronto-Peterborough Transport Company Limited (Lindsay) (Respondent). (2 employees)

The Board endorsed the Record as follows:

"Although the applicant has requested leave of the Board to withdraw its application herein, the Board, following its usual practice in such cases, dismisses the application. The attention of the parties is directed to the Hydro Electric Commission of Hamilton Case, (1958) C.C.H. Canadian Labour Law Reporter, Transfer Binder, 1955-59, T16120, C.L.S. 76.617."

990-61-R: International Union of United Brewery, Flour, Cereal, Soft Drink & Distillery Workers of America, AFL-CIO-CLC (Applicant) v. Brewers' Warehousing Company Limited, Casselman and Long Sault, Ontario (Respondent).

Unit: "all employees of the respondent at its warehouses and retail stores at Casselman and Long Sault, save and except managers or foremen, persons above the rank of manager or foreman and office staff." (5 employees in the unit)

1194-61-R: Queen Elizabeth Hospital Employees' Association (Applicant) v. Queen Elizabeth Hospital (Toronto) (Respondent). (216 employees)

The Board endorsed the Record as follows:

"All meetings held by the applicant since its inception were held on the premises and with the permission of the employer and no rent was paid by the applicant for use of the premises. Having regard to the provisions of section 10 of The Labour Relations Act, we are precluded from certifying the applicant."



11434-56: McManus Motors Employees' Association (Applicant)  
v. McManus Motors Limited (London) (Respondent). (105 employees)

The Board endorsed the Record as follows:

"The Parties to this application have entered into a collective agreement.

Having regard to the principles set out in the Loblaw Groceries Company, Limited Case D.L.S. 7-1115, the proceedings in this application are terminated."

17,416-58: Milk Drivers and Dairy Employees Local Union No. 647 (Applicant) v. William Neilson Limited (Dupont Street and Gladstone Avenue Plants, Toronto) (Respondent).

The Board endorsed the Record as follows:

"We find, on the basis of the evidence presented at the hearings and that contained in the examiner's report, that the unit proposed by the applicant is inappropriate. The application is accordingly dismissed."

Board Members, G.R. Harvey and D.B. Archer, while not dissenting, said:

"While in the circumstances of this case we concur in the decision of our colleagues, we wish to make it clear that our concurrence is not to be taken as departing in any way from our view that 'an ice cream unit' may be appropriate in proper circumstances."

20,399-60: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. M. Loeb Limited (Ottawa) (Respondent).

Unit: "all employees of the respondent at Ottawa, save and except foremen, persons above the rank of foreman, office staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period." (90 employees in the unit).

The Board endorsed the Record in part as follows:

"For the purposes of clarity the Board declares that the employees in the meat department are included in the bargaining unit."

The Board notes the agreement of the parties that the office staff includes buyers, salesmen and administrative staff."





Certification Dismissed subsequent to Pre-hearing Vote

654-60-R: District 50, United Mine Workers of America (Applicant) v. Baxter Laboratories of Canada Ltd. (Alliston) (Respondent). (58 employees)

VOTING CONSTITUENCY: "all employees of the respondent at Alliston save and except supervisors, persons above the rank of supervisor, office and sales staff."  
(58 employees in the unit)

Number of names on eligibility list		58
Number of ballots cast	58	
Number of ballots marked in favour of applicant	11	
Number of ballots marked as opposed to applicant	46	
Number of ballots segregated (not counted)	1	

Certification Dismissed subsequent to Post-hearing Vote

192-60-R: General Truck Drivers' Union, Local 938 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Lafferty-Smith Ltd. (Trenton and Belleville) (Respondent).

Unit: "all employees of the respondent employed in or working out of Trenton or Belleville, save and except foremen, persons above the rank of foreman and office staff."  
(22 employees in the unit)

Number of names on revised eligibility list		20
Number of ballots cast	20	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	7	
Number of ballots marked as opposed to applicant	12	

347-60-R: The Canadian Union of Operating Engineers (Applicant) v. Canadian National Exhibition (Respondent) v. International Union of Operating Engineers Local 796 (Intervener).

Unit: "all stationary engineers in the employ of the respondent at Toronto, save and except the chief engineer."  
(9 employees in the unit)





On January 12th, 1961 the Board endorsed the Record as follows:

"Request for a pre-hearing vote. In support of its intervention, the intervener filed an unsigned document which the intervener alleges to be a collective agreement between itself and the respondent. Attached to this document is a copy of a letter dated August 4, 1960 from the respondent to the intervener. Having regard to the contents of this letter it appears to the Board that a question arises as to whether the document relied on by the intervener is a collective agreement.

In the circumstances the Board deems it advisable to deny the applicant's request for a pre-hearing representation vote and directs the Registrar to fix a new terminal date for the application in accordance with section 2 of the Board's Rules of Procedure and to effect the services provided for in section 5 of those rules.

At the hearing of the case before the Board the parties will be given an opportunity to present evidence and make representations with respect to the nature of the document alleged by the intervener to be an agreement."

On March 27, 1961 the Board further endorsed the Record as follows:

"Having regard to:

- (a) the representations of both the applicant and the intervener that a collective agreement exists between the intervener and the respondent, the operative date of which was March 1st, 1960;
- (b) the non-appearance of the respondent, despite the wording of the Board's endorsement in this matter dated January 12, 1961;
- (c) the fact that in a conciliation proceeding before this Board involving the intervener and the respondent in June 1960, the respondent's representations were to the effect that a collective agreement existed between the intervener and the respondent, which agreement expired on February 29, 1960;



- (d) the documentary evidence before the Board, including the correspondence which passed between the intervener and the respondent

the Board is satisfied that the documents relied on by the applicant and the intervener constitute a collective agreement between the intervener and the respondent, which agreement was effective March 1, 1960."

Number of names on eligibility list		9
Number of ballots cast	9	
Number of ballots marked in favour of applicant	2	
Number of ballots marked in favour of intervener	7	

426-60-R: General Truck Drivers' Union Local 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Export Packers (Toronto) (Respondent).

Unit: "all employees of the respondent employed at and working out of Toronto, save and except foremen and dispatchers, and persons above the ranks of foreman and dispatcher and office staff." (28 employees in the unit)

Number of names on eligibility list		24
Number of ballots cast	24	
Number of ballots marked in favour of applicant	11	
Number of ballots marked as opposed to applicant	13	

739-60-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Carway Chrysler Dodge Limited (Toronto) (Respondent).

Unit: "all employees of the respondent at Toronto, save and except foremen, persons above the rank of foreman, office and sales staff." (22 employees in the unit)



Number of names on eligibility list		22
Number of ballots cast	22	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	8	
Number of ballots marked as opposed to applicant	14	

835-60-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. Ferranti-Packard Electric Limited (Respondent) v. Ferranti-Packard Electric Employees' Association, St. Catharines Division (Intervener) v. The Draftsmen's Association of Ontario, Local 164 of the American Federation of Technical Engineers (Intervener).

Unit: "all the St. Catharines employees of the respondent, save and except assistant foremen, persons above the rank of assistant foreman, plant protection staff, office staff, office janitors, draftsmen, apprentice draftsmen and detailers." (227 employees in the unit)

The Board endorsed the Record in part as follows:

"In arriving at its decision as to the composition of the appropriate bargaining unit, the Board has had regard for the fact that this is an application in which the applicant is seeking to displace the incumbent bargaining agent. The unit defined in paragraph 2 of this decision is the unit described in the collective agreement between the respondent and Ferranti-Packard Electric Employees' Association, St. Catharines Division, qualified however in terms to make it clear that the bargaining rights of the Draftsmen's Association of Ontario, Local 164, A.F.T.E. - A.F. of L. - C.I.O. are not infringed by such definition."

The Board further endorsed the Record in part as follows:

"The Board notes that draftsmen, apprentice draftsmen and detailers are bound by a subsisting collective agreement between the respondent and the Draftsmen's Association of Ontario, Local 164, A.F. T.E - A.F. of L. - C.I.O."





Number of names on revised eligibility list		216
Number of ballots cast	216	
Number of ballots marked in favour of applicant	89	
Number of ballots marked in favour of intervener		
Ferranti-Packard Electric Employees' Association, St. Catharines Division	127	

20,447-60: International Woodworkers of America (Applicant) v. Maple Leaf Veneer Co., Limited (Durham) (Respondent).

Unit: "all employees of the respondent at its plant in the Township of Bentinck, save and except foremen, persons above the rank of foreman, office and sales staff, and students hired for the school vacation period."  
(52 employees in the unit)

Board Member, E. Boyer Dissented and said:

"I dissent. I would have granted certification without a representation vote."

Number of names on revised eligibility list		41
Number of ballots cast by persons whose name appear on revised eligibility list	35	
Number of ballots segregated (not counted)	5	
Number of ballots marked in favour of applicant	16	
Number of ballots marked as opposed to applicant	19	

(SEE INDEXED ENDORSEMENTS PAGE 58)

20,487-60: Hotel Motel & Restaurant Employees Union Local No. 899, A.F.L.-C.I.O.-C.L.C. (Applicant) v. C. Blanchard carrying on business under the name of the National House Hotel (Cornwall) (Respondent).

Unit: "all employees of the respondent at National House Hotel at Cornwall, save and except manager, office staff and persons regularly employed for not more than 24 hours per week." (3 employees in the unit)



Number of names on revised eligibility list		3
Number of ballots cast	3	
Number of ballots marked in favour of applicant	0	
Number of ballots marked as opposed to applicant	3	

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING MAY 1961

946-61-R: General Truck Drivers' Union, Local 938, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Central Truck Lines Limited (Cooksville) (Respondent). (14 employees)

1133-61-R: Christian Labour Association of Canada (Applicant) v. Dresden Tile Yard Limited (Dresden) (Respondent). (13 employees)

1135-61-R: The United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. McNamara Construction Limited (District of Thunder Bay) (Respondent). (13 employees)

1136-61-R: International Hod Carriers Building and Common Labourers' Union of America, Local 607 (Applicant) v. Anderson Block and Tile Limited (Port Arthur) (Respondent). (9 employees)

1189-61-R: International Brotherhood of Electrical Workers (Applicant) v. Bulldog Electric Products Company (Canada) Limited (Clayson Road plant at Metropolitan Toronto) (Respondent). (108 employees)

1207-61-R: The Canadian Union of Operating Engineers (Applicant) v. Cemp Investments Ltd. (C.I.L. Bldg.) (Toronto) (Respondent). (4 employees)

1224-61-R: International Association of Bridge, Structural and Ornamental Iron Workers, Local 765 (Applicant) v. Canadian Vickers Limited (High Speed Wind Tunnel, Uplands Airport Area, Ottawa, and Counties of Addington, Carleton, Dundas, Frontenac, Glengarry, Grenville, Lanark, Leeds, Lennox, Prescott, Renfrew, Russell, Stormont, and all of the County of Hastings except the Townships of Marmora, Rawdon, Sidney and Thurlow) (Respondent). (11 employees)

1243-61-R: Canadian Brotherhood of Electrical Workers, No. 164 N.C.C.L. (Applicant) v. Sutherland & Schultz (Counties of Waterloo, Wellington and Perth) (Respondent) v. International Brotherhood of Electrical Workers, Local 804 (Intervener). (27 employees)



1254-61-R: L.U. 559, International Brotherhood of Electrical Workers (Applicant) v. Northern Telephone Limited (New Liskeard) (Respondent). v. Communications Workers of America (Intervener). (23 employees)

1290-61-R: Building Service Employees' International Union, Local 210 (Applicant) v. Villa Maria Nursing Home (Windsor) (Respondent). (24 employees)

APPLICATIONS FOR DECLARATION TERMINATING BARGAINING RIGHTS  
DISPOSED OF DURING MAY 1961

794-60-R: Driver Salesmen of Lewis Bakeries Limited (Applicant) v. Teamsters Local Union 880 affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent). (Dismissed).  
(17 employees)

(Re: Lewis Bakeries Limited,  
London, Ontario)

The Board endorsed the Record as follows:

"The respondent union, which was party to a collective agreement with Lewis Bakeries, Limited, the employer of the employees who seek termination of the respondent's bargaining rights in the instant application, applied for conciliation services and the request was granted on August 3, 1960. We find that the instant application is untimely under section 46(2)(b)(i) of The Labour Relations Act in that, although more than 30 days have elapsed after the conciliation process had been completed, nevertheless 12 months had not elapsed from the date of the granting of the request for conciliation, which is the 'later' date provided for in section 46(2)(b) of the Act. The application is accordingly dismissed."

1027-61-R: United Dairy and Poultry Co-Operative - Cobden Plant Limited (Applicant) v. Retail, Wholesale, Department Store Union, Local 440 (Respondent). (Dismissed).  
(17 employees)

(Re: United Dairy and Poultry Co-Operative,  
Cobden Plant)



The Board endorsed the Record as follows:

"The Board finds that the applicant and the respondent entered into a collective agreement on February 1st, 1959, which was to remain in effect until January 31st, 1961 and continue in force from year to year thereafter, unless in any year not more than sixty days and not less than thirty days before the end of any yearly period, either party shall furnish the other with notice of termination of, or proposed revision of the agreement.

The Board further finds that neither party to the collective agreement furnished the other with notice of termination of, or proposed revision of the collective agreement within the time specified in the collective agreement and that the collective agreement has automatically renewed itself for a further period of one year from February 1st, 1961.

The Board therefore finds that the application for a declaration terminating the bargaining rights of the respondent is untimely and is accordingly dismissed.

The attention of the parties is drawn to the Board's decision in Kingston Terminal Restaurant Ltd. Case, C.C.H. Canadian Labour Law Reporter ¶16,163."

1039-61-R: Rayvor Construction Limited (Applicant) v. United Brotherhood of Carpenters and Joiners of America, Local 2486 (Respondent). (Dismissed).

(Re: Rayvor Construction Limited,  
Sudbury, Ontario)

The Board endorsed the Record as follows:

"Having regard to the facts that the applicant had no employees on the date the application was made and that the respondent had sought to bargain, but no negotiations were entered into due to the fact that the applicant had no employees, the Board finds that the applicant has failed to establish that the respondent has not sought to bargain."





1040-61-R: Rayvor Construction Limited (City of Sudbury)  
(Applicant) v. International Hod Carriers, Building and  
Common Laborers' Union, Local 493 (Respondent). (Dismissed).  
(3 employees).

(Re: Rayvor Construction Limited,  
Sudbury, Ontario)

The Board endorsed the Record as follows:

"The Board finds that the applicant was a member of the Sudbury Builder's Exchange on the 1st day of December, 1958, the date on which a collective agreement was entered into between Sudbury Builder's Exchange and the respondent, which agreement was to remain in force and effect until January 15th, 1960.

The Board further finds that during the term of the collective agreement, the Sudbury Builder's Exchange notified the respondent that the applicant had ceased to be a member of the Sudbury Builder's Exchange and pursuant to the provisions of section 38(1) of The Labour Relations Act for the remainder of the term of the duration of the agreement, the applicant is deemed to be a party to a like agreement with the respondent.

Article 2 of the collective agreement between the applicant and the respondent provides inter alia that unless written notice is given by either party, the agreement shall remain in force from year to year after the terminal date of the agreement.

The Board further finds that no such notice in writing was given by either party and that the agreement dated December 1, 1958 has been automatically renewed and is still in full force and effect.

This application is accordingly untimely and is therefore dismissed."

1212-61-R: Doreen Egerland (Applicant) v. United Packing-house Workers of America, on behalf of its Local Union No. 470 (Respondent). (Dismissed). (54 employees)

(Re: Proctor Packers Limited,  
Brantford, Ontario)



The Board endorsed the Record as follows:

"The respondent union, which was party to a collective agreement with Proctor Packers Limited, the employer of the employees who seek termination of the respondent's bargaining rights in the instant application, applied for conciliation services and the request was granted on September 20, 1960. We find that the instant application is untimely under section 46(2)(b) (i) of The Labour Relations Act in that, although more than 30 days have elapsed after the conciliation process had been completed, nevertheless 12 months had not elapsed from the date of the granting of the request for conciliation, which is the 'later' date provided for in section 46(2)(b) of the Act. The application is accordingly dismissed."

1144-61-R: Standard Steel Office Workers (Applicant) v. United Steel Workers of America (Respondent). (Dismissed).  
(18 employees)

(Re: Standard Steel Construction Co.,  
Port Robinson, Ontario)

The Board endorsed the Record as follows:

"The respondent was certified as bargaining agent of all office, clerical and technical employees of Standard Steel Construction Company, Division of United Steel Corporation Limited, at Port Robinson, save and except department managers and persons above the rank of department manager on the 11th day of May, 1960.

This application for a declaration terminating the bargaining rights of the respondent was made on the 29th day of April, 1961.

Section 43 (1) of The Labour Relations Act provides, inter alia, that if a trade union does not make a collective agreement with the employer within one year after its certification, any of the employees in the bargaining unit may apply to the Board for a declaration that the trade union no longer represents the employees in the bargaining unit.



Since a year had not elapsed between the date of the certification and the date of the making of this application, this application is untimely.

In view of these circumstances, the Board is of the opinion that the applicant has not made out a prima facie case for the remedy requested and the application is therefore dismissed."

APPLICATIONS UNDER SECTION 34(5) OF THE ACT DISPOSED OF  
DURING MAY 1961

1097-61-M: Lumber and Sawmill Workers' Union, Local 2537 (Applicant) v. Wesmak Lumber Company Limited (Westree) (Respondent).

APPLICATIONS FOR DECLARATION THAT STRIKE UNLAWFUL DISPOSED OF  
DURING MAY 1961

997-61-U: Jack Coghlan carrying on business as Superior Diving and Salvaging (Applicant) v. Harry Honiak, Stan Anderson, Jack Olson and Others (Port Arthur) (Respondents). (Withdrawn).

1024-61-U: Husband Transport Limited (Weston) (Applicant) v. D. Smith et al (Respondents). (Withdrawn).

1038-61-U: Direct Winters Limited (Toronto) (Applicant) v. J. Tomassini et al (Respondents). (Withdrawn).

1171-61-U: Bert Majoros, carrying on business under the firm name and style of "Major Construction Company" (Blower & Heating Building Project, Ashbridge Bay) (Applicant) v. Bricklayers, Stone Masons, Plasterers International Union, Local 2, Toronto (Respondent). (Withdrawn).

1172-61-U: Bert Majoros, carrying on business under the firm name and style of "Major Construction Company" (Blower & Heating Building Project, Ashbridge Bay) (Applicant) v. W. McNally et al (Respondents). (Withdrawn).

1327-61-U: Whyte Packing Company Limited (Stratford) (Applicant) v. Edward Elder et al (Respondents). (Withdrawn).





APPLICATIONS FOR CONSENT TO PROSECUTE DISPOSED OF DURING  
MAY 1961

494-60-U: Local 24825 of the Canadian Labour Congress (Applicant) v. Industrial Wire and Cable Limited (Toronto) (Respondent). (Withdrawn).

941-61-U: The Builders' Exchange of the City of London and The Frid Construction Company Limited (Westminster Hospital Job Site, London) (Applicant) v. United Brotherhood of Carpenters and Joiners of America Local 1946 and J.M. Jones (Respondent). (Granted).

The Board endorsed the Record in part as follows:

"Consent to prosecute both respondents is granted for the following offence:- that on or about the 10th day of March, 1961, the respondent trade union did call or authorize an unlawful strike contrary to section 55 of The Labour Relations Act, and on or about the same date the respondent, J.M. Jones, did counsel, procure, support or encourage the said unlawful strike also contrary to section 55 of The Labour Relations Act."

960-61-U: National Union of Public Employees (Applicant) v. The Board of Education of The Township of North York (Willowdale) (Respondent). (Withdrawn).

968-61-U: United Steelworkers of America (Applicant) v. Wright Assemblies Limited (Strathroy) (Respondent) (Granted).

The Board endorsed the Record as follows:

"For the reasons given orally at the hearing of this case, the Board consents to the institution of a prosecution against the respondent for the following offence alleged to have been committed by the respondent:- that the respondent did on or about and following the 2nd day of March 1961, alter the hours of work for its employees in the Paint Line Department contrary to section 59 (1) of The Labour Relations Act.

The appropriate documents will issue."

Board Member R.W. Teagle dissented and said:

"I dissent. On the evidence before me, I would not have granted consent."



998-61-U: Jack Coghlan, Carrying on Business as Superior Diving and Salvaging (Port Arthur) (Applicant) v. The Seafarers' International Union of North America Canadian District (Respondent). (Withdrawn).

1032-61-U: Husband Transport Limited (Weston) (Applicant) v. D. Smith, A. Pennell, A. Fraser and R. Davidson, (Respondents). (Granted).

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution against D. Smith, A. Pennell, A. Fraser and R. Davidson, four of the respondents in this matter for the following offence alleged to have been committed:

That the said D. Smith, A. Pennell, A. Fraser and R. Davidson did contravene section 54 (1) of The Labour Relations Act in that they did engage in an unlawful strike, on April 19, 1961."

1173-61-U: Bert Majoros, carrying on business under the firm name and style of "Major Construction Company" (Applicant) v. Bricklayers, Stone Masons, Plasterers International Union, Local 2, Toronto (Respondent). (Withdrawn).

APPLICATIONS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)  
DISPOSED OF DURING MAY 1961

523-60-U: Amalgamated Meat Cutters and Butcher Workmen of North America (Complainant) v. Wickett and Craig Limited (Respondent).

The Board endorsed the Record as follows:

"We are satisfied that Geoffrey Robinson was discharged by the respondent on January 25th, 1961, contrary to The Labour Relations Act. We determine (1) that Geoffrey Robinson shall be reinstated forthwith in the position he held at the time of his discharge; (2) that he shall be paid forthwith the sum of \$200.00 on account of his loss of earnings; (3) that the parties meet forthwith, with a view to agreeing on the amount, less the amount set out in (2), of the loss of earnings and other employment benefits that Geoffrey Robinson sustained, by reason of his having been discharged contrary to the Act, between the date of his discharge and the date of his reinstatement; and (4) in default of agreement between the parties on



the amount required to in (3) within 14 days after the release of this determination or within such longer period as they may mutually agree upon, the issue as to the full amount to be paid to Geoffrey Robinson will be determined by the Board upon the request of either party."

Board Member R.W. Teagle dissented and said:

"I dissent. I find that Geoffrey Robinson was not discharged by the respondent contrary to The Labour Relations Act. The complaint should therefore be dismissed."

856-60-U: Michael McLaren (Complainant) v. Canadian West-inghouse Employees' (Hamilton Works) Credit Union Limited (Respondent).

899-60-U: International Association of Machinists (Complainant) v. Titan Truck Limited (Respondent). (Withdrawn).

976-61-U: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, (Complainant) v. Bulk-Lift Systems Limited (Respondent).

1012-61-U: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419 (Complainant) v. National Sea Products Limited (Respondent). (Dismissed).

(SEE INDEXED ENDORSEMENTS PAGE)

1018-61-U: United Steelworkers of America (Complainant) v. Fedor's 5 Minute Car Wash (Respondent).

1095-61-U: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union 880 (Complainant) v. Thames Valley Ambulance Ltd. (Respondent). (Withdrawn).

1149-61-U: International Woodworkers of America (Complainant) v. Roti Wood and Metal Products Company Limited (Respondent).

1157-61-U: United Steelworkers of America (Complainant) v. Skiltool Company Limited (Respondent).

1209-61-U: Oil, Chemical & Atomic Workers International Union (Complainant) v. Liquid Cargo Lines (Respondent).

1276-61-U: International Association of Machinists (Complainant) v. Gillis & Warren Limited (Respondent).





SPECIAL ENDORSEMENTS IN CERTIFICATION APPLICATIONS DISPOSED  
OF BY BOARD

341-60-R: Timberworkers' Independent Union (Applicant) v. Jim Mathieu Limited (within the area bounded on the South by the international boundary between Canada and the United States of America, on the North by King's Highway Number 17, on the West by a line running due north and south through the Town of Kenora, Ontario, and on the East by a line running due north and south through the Hamlet of Shabaqua, Ontario (Respondent) v. Lumber and Sawmill Workers' Union, Local 2693 (Intervener). (Dismissed May, 1961)

The Board endorsed the Record as follows:

"The applicant made this application for certification on December 28th, 1960 and filed therewith documentary evidence of membership on behalf of 31 persons. The registrar fixed January 17th, 1961 as the terminal date for the application. The intervener filed its intervention on January 13th and submitted, inter alia, that 'the respondent company, its agents or officers did financially aid in the formation of the applicant union, and in fact were instrumental in the formation of the union, contrary to Section 10 of the L.R.A. - R.S.O. 1960, Chapter 202'. The hearing of the application by the Board was originally scheduled for January 23rd in Toronto. Since the Board had arranged for hearings in other matters to be held in Port Arthur, the Board, on January 19th, advised the parties that, for their convenience, the hearing would be held in Port Arthur on February 9th.

The applicant filed its statement on status of trade union and its declaration concerning membership documents on January 19th, the date fixed for the filing of these documents under the Board's Rules of Procedure. The letter containing these documents was mailed by registered mail on January 19th and also contained documentary evidence of membership on behalf of 12 persons in addition to those persons for whom the applicant had filed such evidence on or before the terminal date. On January 23rd the registrar returned to the applicant this additional evidence of membership and advised it that the evidence had been filed 2 days after the terminal date. (See subsection 1 of section 50 of the Board's Rules of Procedure). By letter dated January 31st the applicant's solicitors requested an extension of the date for filing evidence of membership.





The Board denied this request in a decision dated February 2nd, 1961.

By letter dated January 24th the respondent's solicitors requested particulars of the allegations of impropriety made against the respondent by the intervener. Particulars were filed with the Board on January 30th and were served on the respondent's solicitors by the registrar. By letter dated February 1st the respondent's solicitors requested further particulars in respect of the allegations made by the intervener and such particulars were filed with the Board on February 6th. On the same date the Board issued 14 summonses at the request of the intervener's solicitors.

On February 8th, the day before the hearing was to take place at Port Arthur, the applicant's solicitors, by telegram, advised the Board that, as a result of the Board's decision of February 2nd, the application was being withdrawn at this time. In view of the late hour at which this telegram was received at the office of the Board, no action could be taken to deal with this attempt by the applicant to terminate the proceeding. The application accordingly came on for hearing in Port Arthur on February 9th.

At the hearing counsel for the applicant requested leave to withdraw the instant application and indicated, inter alia, that the applicant contemplated making a new application so that it could file all its evidence of membership in accordance with the Board's Rules of Procedure. Counsel for the intervener requested the Board to impose a bar of 6 months on the applicant under section 77(2) (i) of The Labour Relations Act. In support of his request counsel for the intervener submitted that (1) in the circumstances of this case the conduct of the applicant was irresponsible; (2) in view of the allegations made by the intervener, the applicant should not have time in which to cleanse itself before proceeding with an application for certification; and (3) since the Board does not have power to order costs in circumstances such as existed in this case, the Board should impose a bar on the applicant.

The Board does not automatically impose a bar on an applicant upon its request to withdraw its application; in this respect it is normally the policy of the Board, where a matter has come on for hearing, to dismiss the application rather than to grant leave to the applicant to withdraw.



It is the policy of the Board generally to bar an unsuccessful applicant for 6 months after a vote has been taken. There have been circumstances in which a trade union has sought leave to withdraw its application and the Board has indicated that it would entertain representations by the parties on the timeliness of a new application by the applicant within the 6-month period. Thus, for example, in the Mathias Ouellette Case, (1955) CCH Canadian Labour Law Reporter, Transfer Binder ¶16,026, C.L.S. 76-485, a representation vote was directed and the application was then dismissed by the Board before the vote was taken upon the request of the applicant for leave to withdraw; the Board refused to impose a bar on the applicant but declared that, in the event that the applicant should file a new application, the onus would lie on the applicant to show that special circumstances existed which would warrant the new application being entertained at that time. See also the Hydro Electric Commission of Hamilton Case, (1958) CCH Canadian Labour Law Reporter, Transfer Binder ¶16,120, C.L.S. 76-617.

In the circumstances of this case the Board is not prepared to impose a bar of six months on the applicant. Should there be another application for certification covering the employees affected by this application, the Board will, at that time, entertain any representations the parties may wish to make with respect to the timeliness of that application.

The application is dismissed."

716-60-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 813 (Applicant) v. Leo Contracting Company Limited (Metropolitan Toronto) (Respondent). (Granted May 1961).

The Board endorsed the Record as follows:

"At the hearing of this application on March 16, 1961, counsel for the respondent contended that the 28 employees in the bargaining unit on the date of the application, February 28, 1961, did not constitute a substantial and representative segment of the respondent's work force. He submitted, therefore, that this application for certification was premature and relied on the principles set forth in the following cases: Frant and Waselovich 2 C.L.S., 76-539 and The Canadian Westinghouse Case, C.C.H. Canadian Labour Law Reporter, 1955-59 Transfer Binder, ¶16,041.



Mr. MacCallum, the Vice-President and General Manager of the respondent, stated in evidence that the company had outstanding contracts for some \$700,000. which would require an additional work force of between 50 to 60 labourers. He explained that it was the company's intention to commence work on these contracts and to increase its work force accordingly as soon as weather conditions permitted. Following the date of the hearing, however, the respondent informed the Board by a letter dated April 24, 1961, that as of the latter date, the company had still only some 37 labourers in its employ.

On the evidence before us, no significant build-up of the work force has materialized in approximately two months since the date of the filing of the application. Under these circumstances and having regard to the fact that substantial fluctuations of the work force are normally commonplace occurrences in the construction industry, we find that the employees in the bargaining unit on the date of the application must be considered as constituting a substantial and representative complement of the employees in the bargaining unit."

20,447-60: International Woodworkers of America (Applicant) v. Maple Leaf Veneer Co., Limited (Durham) (Respondent).  
(Dismissed May 1961).

On March 22nd, 1961 the Board further endorsed the Record in part as follows:

" On January 19th, 1961, the Board directed the taking of a representation vote of employees of the respondent in the bargaining unit. The Registrar directed all interested parties to refrain and desist from propaganda and electioneering from midnight, Saturday, the 4th day of February, 1961, up to February 8th, 1961, until the vote was taken. The representation vote was held on February 8th, and less than a majority of those persons eligible to vote cast their ballots in favour of the union.

A few days prior to the commencement of the no-propaganda period the respondent company sent a letter to all its employees setting forth certain information and statements that the company felt 'should be borne in mind' by its employees when they went to the polling booth.





The contents of this letter referred, inter alia, to the Japanese trade and the difficulties and uncertainties which it presented to the respondent's industry.

On February 7th, the day preceding the vote, the company posted notices to its employees on the company bulletin board where all employees could see it and this notice remained posted until February 8th. This notice informed the employees, inter alia, that the President of Kingsway Lumber Co. Ltd., who it stated was the company's 'most faithful and valuable customer' had embarked on a tour of the West Coast and Japan to obtain orders. It concluded by saying, 'this means that our last stronghold in Toronto - the most important Canadian market - has gone'.

While Counsel for the applicant union stated that he would not have objected to the contents and posting of the notice if it had stood alone, he argued that when the notice is read in the light of the contents of the prior letter that it must be construed as constituting propaganda during the no-propaganda period.

On the evidence in this case, we find that the contents and posting of this notice can only be interpreted as election propaganda during the no-propaganda period.

The consequence of publishing propaganda contrary to the Registrar's direction is set out in the Stauffer-Dobbie Manufacturing Co. Limited Case, CCH Canadian Labour Law Reporter (1955-59, Transfer Binder) ¶16,147 at p. 12,275:-

'As the Board stated in the Rogers-Majestic Ltd. Case (1948) D.L.S. 7-1382; the no-propaganda rule is an absolute prohibition. The Board will not enquire into whether the electioneering or propaganda complained of did or did not influence the voters. A party guilty of infringing the rule will not be permitted to profit by its own wrongdoing and a new vote will be directed at the request of any innocent party to the proceedings.'

The result of the vote held on February 8th, 1961, is therefore, set aside and the Board directs that a new representation vote be taken of the employees of the respondent in the bargaining unit.



All employees of the respondent in the bargaining unit on the date hereof who do not voluntarily terminate their employment or are not discharged for cause between the date hereof and the time the vote is taken will be eligible to vote."

#### SPECIAL ENDORSEMENTS IN CONCILIATION APPLICATIONS

1002-61-C: Brotherhood of Painters, Decorators and Paper-hangers of America, Sarnia Local No. 1590, Glass Workers Division, A.F. of L. - C.I.O. (Applicant) v. Canadian Pittsburgh Industries Limited, Sarnia, Ont., Warehouse (Respondent). (Dismissed May, 1961)

The Board endorsed the Record as follows:

"The applicant requests that conciliation services be made available to the parties with respect to the employees of the respondent in the bargaining unit defined in the collective agreement between the parties made October 15th, 1958. However, the Board granted conciliation services to the parties with respect to these employees on July 13th, 1960 and the matter was referred to the Minister. (File No. 19687-60.).

On the basis of the evidence before the Board, it appears that a conciliation officer was appointed in due course, that he effected a settlement for an agreement between the parties, and that no memorandum of settlement was signed by the parties. While the new agreement has been prepared for execution, it has not been signed by the parties. Accordingly, the Board finds that, since the date on which the applicant's original request for conciliation services was granted by this Board, no collective agreement has been entered into between the applicant and the respondent. See in this connection the decision of the Board in the Canada Machinery Co. Case, dated April 11th, 1961.

In the Sarnia Observer Case (1959) CCH Canadian Labour Law Reports, Transfer Binder, ¶16,132, C.L.S. 76-635, the Board held that it had no jurisdiction to entertain a second application for conciliation services where that application was based on bargaining rights flowing from a collective agreement which had already formed the basis for a prior grant of conciliation services by the Board."



No conciliation board has been appointed and the Minister has not informed the parties that he does not deem it advisable to appoint a conciliation board. It is clear, therefore, that the parties have not exhausted the conciliation process made available to them under the original grant by this Board on July 13th, 1960.

In these circumstances this application is untimely and is accordingly dismissed."

1078-61-C: Sheet Metal Workers' International Association  
Local Union 537 (Applicant v. Obies Tin Shop (Hamilton)  
(Respondent). (Dismissed May 1961).

The Board endorsed the Record as follows:

"The applicant requests that conciliation services be made available to the parties with respect to the employees of the respondent in the bargaining unit defined in the collective agreement between the parties effective May 1, 1956. However, the Board granted conciliation services to the parties with respect to these employees on May 2, 1958, and the matter was referred to the Minister. (File No. 15170-58).

On the basis of the evidence before the Board, it appears that, since the date on which the applicant's original request for conciliation services was granted to this Board, no collective agreement has been entered into between the applicant and the respondent.

In the Sarnia Observer Case (1959) CCH Canadian Labour Law Reports, Transfer Binder, ¶16,132, C.L.S. 76-635, the Board held that it had no jurisdiction to entertain a second application for conciliation services where that application was based on bargaining rights flowing from a collective agreement which had already formed the basis for a prior grant of conciliation services by the Board."



SPECIAL ENDORSEMENTS IN COMPLAINT OF UNFAIR PRACTICE IN  
EMPLOYMENT (SECTION 65) APPLICATIONS  
DISPOSED OF BY THE BOARD

1012-61-U: International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers, Local 419 (Complainant) v. National  
Sea Products Limited (Respondent). (Dismissed May, 1961).

The Board endorsed the Record as follows:

"On considering the statements made to the field officer, Mr. F.D. Edwards, in the course of his inquiry into the complaint in this matter, we find that the evidence in this case does not disclose a violation of any of the unfair practice provisions of The Labour Relations Act. Indeed, it would appear that the complainant is not resting its complaint on a violation of the unfair practice sections of the Act but is taking the position that the language of subsection 1 of section 65 of the Act comprehends a situation where a complainant alleges that an employer has discriminated against an employee on grounds other than those that fall within the express prohibitions under the Act. In our opinion, section 65 is a procedural and remedial section. It does not in itself establish a substantive right. The Board's jurisdiction to grant relief under section 65 is limited to cases in which the aggrieved person has been refused employment, discharged, discriminated against, threatened, coerced, intimidated, or otherwise dealt with contrary to some specific provision of The Labour Relations Act. The complaint is accordingly dismissed."

TRUSTEESHIP REPORT FILED

T15-61 UNITED GARMENT WORKERS OF AMERICA Local 253  
at Toronto, taken into Trusteeship on March 21, 1961, under supervision of Mrs. Emily Ross on recommendation of the General Executive Board of the United Garment Workers of America. Report filed by Joseph P. McCurdy, General President and E.M. Hogan, General Secretary-Treasurer.





PART TWO  
STATISTICAL TABLES



# STATISTICAL TABLES

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TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Type of Application	Number of Applications Filed		
	<u>May</u> <u>'61</u>	<u>1st 2 months of fiscal year</u> <u>61-62</u>	<u>60-61</u>
I. Certification	60	103	130
II. Declaration Terminating Bargaining Rights	5	15	6
III. Declaration of Successor Status	-	-	1
IV. Conciliation Services	118	257	198
V. Declaration that Strike Unlawful	3	8	4
VI. Declaration that Lockout Unlawful	-	-	2
VII. Consent to Prosecute	2	13	25
VIII. Complaint of Unfair Practice in Employment (Section 65)	11	23	-
IX. Miscellaneous	<u>4</u>	<u>4</u>	<u>1</u>
TOTAL	<u>203</u>	<u>423</u>	<u>367</u>

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

	Number		
	<u>May</u> <u>'61</u>	<u>1st 2 months of fiscal year</u> <u>61-62</u>	<u>60-61</u>
Hearings and continuation of Hearings by the Board	106	177	142





TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR  
RELATIONS BOARD BY MAJOR TYPES

Type of Application	May	1st 2 months of fiscal year	
	'61	61-62	60-61
I. Certification	62	122	122
II. Declaration Terminating Bargaining Rights	6	10	9
III. Declaration of Successor Status	—	—	5
IV. Conciliation Services	149	261	166
V. Declaration that Strike Unlawful	6	7	7
VI. Declaration that Lockout Unlawful	—	—	1
VII. Consent to Prosecute	7	14	22
VIII. Complaint of Unfair Practice in Employment (Section 65)	12	21	—
IX. Miscellaneous	<u>1</u>	<u>4</u>	<u>3</u>
TOTAL	<u>243</u>	<u>439</u>	<u>335</u>



TABLE IV

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS BOARD  
BY TYPES AND BY DISPOSITION

\*Employees

I	Disposition	May 1st 2 ms. fiscal yr.			May 1st 2 ms. fiscal yr.		
		'61	61-62	60-61	'61	61-62	60-61

Certification

Certified	35	73	84	747	1309	2496
Dismissed	17	34	24	900	1638	977
Withdrawn	10	15	14	240	616	357
	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>
TOTAL	<u>62</u>	<u>122</u>	<u>122</u>	<u>1887</u>	<u>3563</u>	<u>3830</u>

II Termination of Bargaining Rights

Terminated	-	1	4	-	17	91
Dismissed	6	8	1	92	101	17
Withdrawn	-	1	4	-	-	380
	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>
TOTAL	<u>6</u>	<u>10</u>	<u>9</u>	<u>92</u>	<u>118</u>	<u>488</u>

\* These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.



- S15 - APPLICATIONS DISPOSED OF BY  
BOARD (continued)

Number of appl'ns Dis. of  
May 1st 2 mos. fiscal yr.  
1961 61-62 60-61

III Conciliation Services\*

Referred	144	247	157
Dismissed	3	6	3
Withdrawn	<u>2</u>	<u>8</u>	<u>6</u>
TOTAL	<u>149</u>	<u>261</u>	<u>166</u>

IV Declaration that  
Strike Unlawful

Granted	-	1	1
Dismissed	-	-	1
Withdrawn	<u>6</u>	<u>6</u>	<u>5</u>
TOTAL	<u>6</u>	<u>7</u>	<u>7</u>

V Declaration that  
Lockout Unlawful

Granted	-	-	1
Dismissed	-	-	-
Withdrawn	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL	<u>-</u>	<u>-</u>	<u>1</u>

VI Consent to  
Prosecute

Granted	3	4	9
Dismissed	-	-	2
Withdrawn	<u>4</u>	<u>10</u>	<u>11</u>
TOTAL	<u>7</u>	<u>14</u>	<u>22</u>

\* Includes applications for conciliation services re unions claiming successor status.



TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED  
OF BY THE BOARD

	Number of Votes		
	May '61	1st 2 months of fiscal yr. 61-62	60-61
<u>* Certification After Vote</u>			
pre-hearing vote	-	6	-
post-hearing vote	3	5	6
<u>Dismissed After Vote</u>			
pre-hearing	1	2	-
post-hearing	<u>7</u>	<u>14</u>	<u>12</u>
TOTAL	<u>11</u>	<u>17</u>	<u>18</u>

\* Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED OF  
BY THE BOARD

	Number of Votes		
	May '61	1st 2 months of fiscal yr. 61-62	60-61
Respondent Union Successful	-	-	2
Respondent Union Unsuccessful	-	<u>1</u>	<u>2</u>
TOTAL	<u>-</u>	<u>1</u>	<u>4</u>

\* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.





APPLICATIONS DISPOSED OF BY THE BOARD  
UNDER SECTIONS 59, 60 & 65 OF THE  
LABOUR RELATIONS ACT R.S.O., 1950 C.194  
DURING THE CALENDAR YEAR 1960

1. INTRODUCTION

Under sections 59, 60 and 65 of the 1950 Act, as amended, (now sections 67, 68 and 74 respectively, R.S.O., 1960, c. 202) various types of complaints may be filed with the Board. An employer or an employers' organization may apply for a declaration that a strike is unlawful (section 59); a union or the employees concerned may apply for a declaration that a lockout is unlawful (section 60); and any interested party may apply for consent to institute a prosecution (section 65). This supplement to the Monthly Report briefly reviews the nature of the Board's activities in these areas in the year under review.

2. APPLICATIONS FOR DECLARATION THAT STRIKE UNLAWFUL

Twenty-seven applications were filed under this heading during the calendar year 1960. 25 were filed by individual employers and 2 by employers' organizations. A total of 15 trade unions and 361 individuals were named in the applications. The disposition of these cases and the industrial classification of the employers involved is revealed by the accompanying table. (Table I)

TABLE I

Disposition of Applications for Declaration that Strike Unlawful

by Industrial Classification

(For Calendar Year 1960)

Industrial Classification	Granted	Dismissed	Withdrawn before Hearing	Withdrawn after Hearing	Total
Construction	4	1	11	4	20
Manufacturing			2	2	4
Mining	1				1
Trade				2	2
TOTAL	<u>5</u>	<u>1</u>	<u>13</u>	<u>8</u>	<u>27</u>



(a) Significant Decisions

The Board issued a written decision of special interest in one case:

(1) Falconbridge Nickel Mines Limited, reported in the C.C.H. Canadian Labour Law Reporter, 16,169, and in the Canadian Labour Service, 76-705.

3. APPLICATIONS FOR DECLARATION THAT LOCKOUT UNLAWFUL

Only one such application was filed and a declaration was issued.

4. APPLICATIONS FOR CONSENT TO PROSECUTE

(a) General

The Labour Relations Act prohibits certain courses of conduct which have come to be known as "unfair labour practices". Persons who engage in these practices are subject to prosecution in the courts upon consent in that behalf being given by the Labour Relations Board. (See the Labour Relations Act, R.S.O., 1950, c. 194, s. 65; 1957, c. 57, s. 8(1); now R.S.O. 1960, c. 202, s. 74).

In the calendar year 1960, the Board disposed of 84 applications for consent to prosecute. The disposition of these cases, as well as the industrial classification of the employers involved, is revealed in the accompanying table.  
(Table II)



TABLE II

Disposition of Total Applications for Consent to Prosecute  
by Industrial Classification  
(For Calendar Year 1960)

Industrial Classification	Granted	Dismissed	Withdrawn before Hearing	Withdrawn after Hearing	Total
Construction	17	4	42	-	63
Logging	1	-	-	-	1
Mining	-	-	-	1	1
Manufacturing	4	-	9	-	13
Service	-	1	3	-	4
Trade	1	-	-	-	1
Transportation	1	-	-	-	1
TOTAL	<u>24</u>	<u>5</u>	<u>54</u>	<u>1</u>	<u>84</u>

(b) Applications by Employers and Employers' Organizations

60 of the 84 applications for consent to prosecute were filed by employers and employers' organizations and they pertained to 19 alleged incidents of unlawful strikes and one incident of alleged failure of a union to bargain in good faith.

The disposition of these cases and their origination by industrial classification are revealed in the accompanying table. (Table III)





TABLE IV

Disposition of Applications for Consent to Prosecute  
by Industrial Classification  
Applications by Trade Unions and Employees  
(For Calendar Year 1960)

Industrial Classification	Granted	Dismissed	Withdrawn before Hearing	Withdrawn after Hearing	Total
Construction	3	1	3	-	7
Logging	1	-	-	-	1
Manufacturing	4	-	5	-	9
Mining	-	-	-	1	1
Service	-	1	3	-	4
Trade	1	-	-	-	1
Transportation	1	-	-	-	1
TOTAL	<u>10</u>	<u>2</u>	<u>11</u>	<u>1</u>	<u>24</u>

With respect to the nature of the offense alleged to have been committed under the Act, the 9 incidents involved in the 10 applications granted can be broken down as follows:

Sections 45 and 47 (Interference with union organization and freedom of organization) 4 cases

Section 11 (Failure to bargain in good faith) 2 "

Section 32(4) (Failure to comply with the provisions of an arbitration award) 2 "

Section 53 (Improperly altering of conditions of work) 1 "



(d) Significant Decisions

Endorsements of special interest were issued in two cases:

- (1) Pigott Construction Company Limited, reported in the Monthly Report of the O.L.R.B. for March 1960, pp. 425-26.
- (2) E.S. Fox Plumbing and Heating Limited, reported in the Monthly Report of the O.L.R.B. for March 1960, pp. 426-28.



# MONTHLY REPORT

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ONTARIO

JUNE 1961

## ONTARIO LABOUR RELATIONS BOARD



## P R A C T I C E   N O T E S

IT IS THE INTENTION OF THE BOARD TO ISSUE FROM TIME TO TIME PRACTICE NOTES ON VARIOUS MATTERS. THESE PRACTICE NOTES ARE FOR THE GENERAL GUIDANCE AND INFORMATION OF PERSONS WHO MAY HAVE RESORT TO THE BOARD. THEY SET OUT THE GENERAL PROCEDURES THAT THE BOARD HAS EVOLVED ON THE MATTER WITH WHICH THE PRACTICE NOTE DEALS UP TO THE TIME IT IS ISSUED.





Practice Note 1/61

July 18, 1961

BOARD HEARINGS OF COMPLAINTS  
UNDER SECTION 65 OF  
THE LABOUR RELATIONS ACT

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1. Where, on a complaint made pursuant to the provisions of section 65 of The Labour Relations Act, a field officer is appointed by the Labour Relations Board to inquire into the complaint, it is the duty of the field officer to interview the aggrieved persons and the parties to the complaint, as well as any persons produced by the parties who may have knowledge of the complaint, and attempt to effect a settlement.
2. If the field officer is unable to effect a settlement, he submits to the Board his report together with the statements he has obtained in the course of his interviews.
3. These statements are considered by a screening panel of the Board. This panel determines, on the basis of the statements made to the field officer and the field officer's report, whether the complaint should be dismissed or whether further inquiry into the complaint is warranted.
4. If the screening panel determines that further inquiry should be made, the inquiry may take the form of either (a) a hearing by another panel of the Board, or (b) a hearing by a hearing officer appointed by the Board.



5. Section 83(3) of The Labour Relations Act provides that

No information or material furnished to or received by a field officer under this Act and no report of a field officer shall be disclosed except to the Board...

THE STATEMENTS OBTAINED BY THE FIELD OFFICER CANNOT THEREFORE BE DISCLOSED TO THE PARTIES TO A PROCEEDING UNDER SECTION 65 OF THE ACT.

6. If the members of the Board who may be called upon to hear a complaint on its merits had access to these statements and took them into account in arriving at a conclusion, they would be making their determination on evidence not available to the parties.
7. In order to observe the principles set out in section 83(3) of the Act and the principles of natural justice, the Board has instituted the following procedure:
- (a) As soon as the screening panel had made a decision as to whether further inquiry into the complaint should be made, the statements obtained by the field officer are immediately placed in a sealed envelope.
  - (b) Neither the hearing panel nor the hearing officer, as the case may be, have access to the statements obtained by the field officer.
  - (c) The only use made of the field officer's report is to enable the screening panel to determine whether further inquiry should be made into the complaint.
  - (d) No member of the screening panel participates in any hearing which may be conducted thereafter.



- (e) The only knowledge of the complaint that the hearing panel or the hearing officer, as the case may be, have at the commencement of a hearing is of matters contained in the formal complaint and in the reply to the complaint (Form 42) filed by the respondent.
- (f) The only evidence that the hearing panel of the Board or the hearing officer considers is that adduced through witnesses at a public hearing of the complaint.

8. As the Board stated in Ontario Stress-Crete Company Case:

"...the primary onus falls on the complainant to prove the ingredients of its complaint to the satisfaction of the Board." The complainant is therefore required to produce the necessary witnesses at the hearing to prove its case. Failure to do so, will result in the dismissal of the complaint.

L'ensemble de ces constatations conduit à penser que le rôle de l'État est de garantir la liberté d'expression et de la presse, et de veiller à ce que les médias ne soient pas utilisés à des fins de propagande ou de manipulation. Il est également important de promouvoir la transparence et la responsabilité des médias, et de renforcer les mécanismes de régulation et de contrôle. Enfin, il est essentiel de favoriser la diversité des médias et de soutenir les médias indépendants et de qualité.



Practice Note 2/61

July 19, 1961

PRE-HEARING REPRESENTATION VOTES

- REQUEST FOR CANCELLATION -

ALLEGED UNFAIR LABOUR PRACTICES

---

Where an applicant for certification has requested that a pre-hearing vote be taken and subsequently a complaint is made under section 65 of The Labour Relations Act relating to some or all of the employees in the bargaining unit for whom the applicant is seeking certification and the applicant for certification then asks for cancellation of the pre-hearing vote, the Registrar shall proceed with the vote unless unusual circumstances are brought to the attention of the Board, which in the Board's opinion justify cancellation of the vote. However, if cancellation of the vote has been requested, the ballot box will be sealed and the ballots not counted pending further direction from the Board. Persons who have been discharged and with reference to whom the complaint is made will be permitted to vote but their ballots will be segregated.



MONTHLY REPORT OF THE ONTARIO LABOUR RELATIONS BOARD

FOR THE MONTH OF JUNE, 1961



# PART I

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APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS

BOARD DURING JUNE 1961

Bargaining Agents Certified During May  
No Vote Conducted

854-61-R: Sportswear Local 199, International Ladies  
Garment Workers Union (Applicant) v. Jay-Ann (Respondent).

Unit: "all employees of the respondent at Toronto, save and except foremen, foreladies, persons above the rank of foreman or forelady, sales staff and office staff,"  
(9 employees in the unit)

The Board endorsed the Record in part as follows:

"Because of the unsatisfactory state of the evidence which was adduced at the hearing in support of the documents filed in opposition to the certification of the applicant, the Board cannot attach any weight to such documents. The documentary evidence filed by the objectors does not therefore, weaken the applicant's evidence of membership so as to require the Board to seek the confirmatory evidence of a representation vote."

965-61-R: United Brotherhood of Carpenters and Joiners of America, Local No. 18 (Applicant) v. Ontario Store Fixture Co. Ltd. (Respondent)

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent in the County of Wentworth, save and except foremen and persons above the rank of foremen,"  
(11 employees in the unit)

991-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 183 (Applicant) v. Tony Suppa Construction (Respondent)

Unit: "all construction labourers in the employ of the respondent in Metropolitan Toronto, save and except non-working foremen, and persons above the rank of non-working foreman,"  
(22 employees in the unit)

The Board endorsed the Record in part as follows:

"The Board is further satisfied on the basis of all the evidence before it that the employees of the respondent had notice of the application and in all the circumstances of this case, it is the opinion of the Board that a certificate should issue."





1017-61-R: United Steelworkers of America (Applicant) v. Fedor's Five Minute Car Wash (Respondent).

Unit: "all employees of the respondent at its car wash at Welland, save and except supervisors, persons above the rank of supervisor and office staff." (3 employees in the unit).

1190-61-R: United Brotherhood of Carpenters and Joiners of America, Local 2486 (Applicant) v. E. Taillefer (Contractor) (Respondent)

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent in the Town of Sturgeon Falls and within a radius of ten miles from the Sturgeon Falls post office, save and except non-working foremen and persons above the rank of non-working foreman," (5 employees in the unit).

1223-61-R: International Association of Bridge, Structural and Ornamental Iron Workers, Local 765 (Applicant) v. Canadian Erectors Limited (Respondent).

Unit: "all structural iron workers, riggers and welders engaged in the erection of steel structures and conveyors in the employ of the respondent in the Township of Augusta, save and except non-working foremen and persons above the rank of non-working foreman," (8 employees in the unit)

1245-61-R: International Hod Carriers' Building and Common Labourers' Union of America Local 837 (Applicant) v. Nick Tureski General Contractor (Respondent).

Unit: "all construction labourers of the respondent employed at or working out of Niagara Falls, save and except non-working foremen and persons above the rank of non-working foreman," (4 employees in the unit)

1253-61-R: The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada. Local No 819 (Applicant) v. Price Air Conditioning Co. Limited. (Respondent)

Unit: "all journeymen plumbers, steamfitters and their apprentices in the employ of the respondent at the Ontario Provincial Police Headquarters at Long Sault, save and except non-working foremen and persons above the rank of non-working foreman," (3 employees in the unit)

1266-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 527 (Applicant) v. Sammy and D. Giamberardino Company (Respondent).



Unit: "all construction labourers of the respondent employed at and working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (2 employees in the unit).

1267-61-R: International Hod Carriers' Building & Common Labourers' Union of America, Local No. 1059 (Applicant) v. E. P. Drewlo, Bricklaying Contractor (Respondent).

Unit: "all bricklayers and bricklayers' apprentices of the respondent employed at and working out of London, save and except non-working foremen and persons above the rank of non-working foreman," (6 employees in the unit)

1270-61-R: The National Union of Public Employees (Applicant) v. The Art Gallery of Toronto (Respondent).

Unit: "all employees on the maintenance staff of the respondent at Toronto, save and except foremen, persons above the rank of foreman and office staff." (8 employees in the unit).

1275-61-R: National Union of Public Service Employees (Applicant) v. The Corporation of the Township of Trafalgar (Respondent).

Unit: "all employees of the respondent in its road and works departments in the Township of Trafalgar, save and except foremen, persons above the rank of foreman, engineering staff and office staff." (38 employees in the unit).

1287-61-R: United Steelworkers of America (Applicant) v. Sheepbridge Engineering (Canada) Limited. (Respondent).

Unit: "all employees of the respondent at its plant at Guelph, save and except foremen, persons above the rank of foreman and office staff." (15 employees in the unit).

On June 27, 1961, the Board endorsed the Record in part as follows:

"In view of the circumstances which led up to the preparation of the document submitted to the Board as indicative of opposition by some of the employees of the respondent to the application of the applicant, the Board is not prepared to hold that the document weakens the evidence of membership submitted by the applicant so as to make it necessary for the Board to seek the confirmatory evidence of a representation vote in this case."

Board Member H.F. Irwin dissented and said:

"I dissent. I would have given weight to the petition and directed that a representation vote be conducted."



1294-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. McPherson Warehousing Co. Ltd. (Respondent).

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (7 employees in the unit).

1324-61-R: General Truck Drivers, Local 879, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (Applicant) v. A. Cope & Sons Limited (Respondent).

Unit: "all employees of the respondent at its Ready-Mix Department at Northcote Street, Hamilton, save and except foremen, persons above the rank of foreman and office staff," (7 employees in the unit)

1326-61-R: International Union of Electrical, Radio and Machine, Workers AFL-CIO-CLC (Applicant) v. Garcy Company of Canada Limited (Respondent).

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff," (30 employees in the unit).

1338-61-R: International Union, United Automobile Aircraft and Agricultural Implement Workers of America (UAW) (Applicant) v. Ford Motor Company of Canada Limited (Respondent).

Unit: "all employees of the respondent in its Glass Fabricating Operations Plant in Crowland Township, save and except foremen, persons above the rank of foreman, office staff, plant protection officers, chemists, confidential clerks, engineers and engineering technicians, employees of the industrial relations department, quality control engineers, technicians and stationary engineers." (95 employees in the unit).  
(UNIT AGREED TO BY THE PARTIES).

1340-61-R: Building Service Employees' International Union, Local 210 A.F. of L.-C.I.O., C.L.C. (Applicant) v. Religious Hospitallers of St. Joseph of Villa Maria (Respondent).

Unit: "all employees of the respondent at the Villa Maria Home for the aged at Windsor, save and except professional medical staff, graduate nursing staff, graduate pharmacists, graduate dietitians, supervisors, persons above the rank of supervisor, office staff and persons regularly employed for not more than 24 hours per week," (25 employees in the unit)







1341-61-R: Oil, Chemical and Atomic Workers International Union (Applicant) v. Cities Service Oil Company, Limited (Respondent).

Unit: "all clerks and loaders in the employ of the respondent at its Trafalgar Marketing Terminal in the Township of Trafalgar, save and except the chief clerk and persons above the rank of chief clerk." (6 employees in the unit).

(UNIT AGREED TO BY THE PARTIES).

The Board endorsed the Record as follows:

"The Board notes the agreement of the parties that the term clerk includes the office clerks at the terminal and that as of the filing of the application there were two of these clerks in the bargaining unit."

1343-61-R: National Union of Public Service Employees (Applicant) v. The Corporation of the Town of Oakville (Respondent)

Unit: "all employees of the respondent in its Works Department at Oakville, save and except department heads, superintendents, office staff, foremen and persons above the rank of foreman," (16 employees in the unit)

1347-61-R: United Brotherhood of Carpenters & Joiners of America, Local Union 93 (Applicant) v. B. K. Johl Incorporated (Respondent).

Unit: "all carpenters and carpenters' apprentices of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (4 employees in the unit).

1356-61-R: National Union of Public Employees (Applicant) v. The Corporation of The City of St. Thomas (Respondent)

Unit: "all employees of the respondent at its Sewage Treatment Plant located on Sunset Drive, St. Thomas, save and except the chief operator and persons above the rank of chief operator," (5 employees in the unit)

1376-61-R: United Steelworkers of America (Applicant) v. International Iron and Metal Company Limited (Respondent)

Unit: "all employees of the respondent at its plant at Hamilton, save and except foremen, persons above the rank of foreman and office staff," (50 employees in the unit)



1377-61-R: District 50, United Mine Workers of America (Applicant) v. Ottawa Drug Company Limited (Respondent).

Unit: "all employees of the respondent at Ottawa, save and except foremen, persons above the rank of foreman, office and sales staff and registered pharmacists," (16 employees in the unit).

1416-61-R: Building Service Employees' International Union, A.F. of L., C.I.O., C.L.C., Local 204 (Applicant) v. Yonge-Bloor Theatre Limited (Respondent)

Unit: "all employees of the respondent at Toronto, save and except assistant manager, persons above the rank of assistant manager, office staff, stationary engineers, projectionists, stage hands and persons regularly employed for not more than 24 hours per week," (13 employees in the unit)

The Board endorsed the Record in part as follows:

"For the purposes of clarity, the Board declares that the bargaining unit includes cashiers."

1469-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. London Furniture Co. Limited (Respondent).

Unit: "all truck drivers and warehousemen of the respondent at London, save and except foremen, persons above the rank of foreman, office staff and sales staff." (11 employees in the unit)

18,973-59: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Ontario Food Terminal Board (Respondent).

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office staff, maintenance staff, stationary engineers, cleaning staff and persons employed for not more than twenty-four hours per week." (2 employees in the unit).



Certified Subsequent to Pre-hearing Vote

918-61-R: Canadian Union of Operating Engineers (Applicant)  
v. Dominion Glass Company, Limited (Respondent) v. Local  
944, International Union of Operating Engineers (Intervener).

Unit: "all stationary engineers and persons primarily  
engaged as their helpers employed in the boiler room and  
compressor room of Dominion Glass Company, Limited in its  
plant at Wallaceburg, save and except the chief engineer."  
(8 employees in the unit).

Number of names on eligibility list	8
Number of ballots cast	8
Number of ballots marked in favour of applicant	8
Number of ballots marked in favour of intervener	0

(SEE INDEXED ENDORSEMENT PAGE 87)

1151-61-R: The Canadian Union of Operating Engineers (Applicant)  
v. Seiberling Rubber Company of Canada Ltd. (Respondent)  
v. International Union of Operating Engineers Local 796  
(Intervener).

Unit: "all stationery engineers and persons primarily  
engaged as their helpers in the employ of the respondent  
in its boiler and pump rooms at 99 Paton Road, Toronto, save  
and except the chief engineer, and persons above the rank of  
chief engineer," (6 employees in the unit).

Number of names on revised eligibility list	5
Number of ballots cast	5
Number of ballots marked in favour of applicant	5
Number of ballots marked in favour of intervener	0

1152-61-R: The Canadian Union of Operating Engineers (Applicant)  
v. Standard Brands Limited (Respondent)

Unit: "all stationary engineers in the employ of the  
respondent at Guelph, save and except the chief engineer and  
persons above the rank of chief engineer," (3 employees in the  
unit)





Number of names on eligibility list		3
Number of ballots cast	3	
Number of ballots marked in favour of applicant	3	
Number of ballots marked in favour of National Union of Operating Engineers of Canada, Local 14922, District 50, United Mine Workers of America	0	

1206-61-R: The Canadian Union of Operating Engineers (Applicant) v. Oshawa General Hospital (Respondent) v. National Union of Public Service Employees, (Intervener) v. International Union of Operating Engineers Local 796 (Intervener).

Unit: "all stationary engineers employed in the boiler room of the respondent, save and except the assistant chief engineer and persons above the rank of assistant chief engineer." (5 employees in the unit).

Number of names on revised eligibility list		5
Number of ballots cast	5	
Number of ballots marked in favour of applicant	5	
Number of ballots marked in favour of intervener, International Union of Operating Engineers Local 796	0	

1293-61-R: The Canadian Union of Operating Engineers (Applicant) v. Chateau-Gai Wines Limited (Respondent) v. International Union of Operating Engineers, Local 866 (Intervener).

Unit: "all stationary engineers in the employ of the respondent at its Stamford plant in Stamford Township, save and except the chief engineer, and persons above the rank of chief engineer." (4 employees in the unit).

Number of names on revised eligibility list		4
Number of ballots cast	4	
Number of ballots marked in favour of applicant	4	
Number of ballots marked in favour of intervener	0	





Certified Subsequent to Post-hearing Vote

524-60-R: The Sudbury and District General Workers' Union Local 902 of the International Union of Mine Mill and Smelter Workers. (Applicant) v. Cecutti's Bakery Limited. (Respondent).

Unit: "all driver salesmen and all transport drivers of the respondent employed at and working out of the City of Sudbury. save and except route supervisors and persons above the rank of route supervisor." (19 employees in the unit).

Number of names on revised eligibility list	21
Number of ballots cast	21
Number of ballots marked in favour of applicant	11
Number of ballots marked as opposed to applicant	9
Number of ballots segregated (not counted)	1

734-60-R: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Kent Tile & Marble Co. Limited (Respondent) v. Tile Setters, Marble Masons, Terrazzo Workers & Composition Tile Layers Union No. 16 (Intervener)

Unit: "all employees of the respondent engaged in the installation of resilient flooring in the counties of Wentworth, Halton (as far east as 16 Mile Creek), Haldimand, Lincoln, Welland, Norfolk and Brant, save and except non-working foremen, persons above the rank of non-working foreman and marble tile or terrazzo workers who are required from time to time to engage in the laying of resilient flooring" (6 employees in the unit)

On May 1, 1961, the Board endorsed the Record in part as follows:

"For the reasons given in writing, we further find that all employees of the respondent engaged in the installation of resilient flooring in the counties of Wentworth, Halton (as far east as 16 Mile Creek), Haldimand, Lincoln, Welland, Norfolk and Brant, save and except non-working foremen, persons above the rank of non-working foreman and marble tile or terrazzo workers who are required from time to time to engage in the laying of resilient flooring constitute a unit of employees of the respondent appropriate for collective bargaining.



The area set out in our determination in paragraph 2 is identical with the area covered in the subsisting agreement between the respondent and the Tile Setters, Marble Masons, Terrazzo Workers and Composition Tile Layers Union Local 16."

Board Member C.C. Young said:

"For the reasons given in writing, I find that the unit applied for is inappropriate and I would have dismissed the application."

Number of names on revised eligibility list	6
Number of ballots cast	6
Number of ballots marked in favour of applicant	6
Number of ballots marked in favour of intervener	C

736-60-R: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Stradwick's Limited (Respondent) v. Tile Setters, Marble Masons, Terrazzo Workers & Composition Tile Layers Union No. 16 (Intervener).

Unit: "all employees of the respondent engaged in the installation of resilient flooring in the counties of Wentworth, Halton (as far east as 16 Mile Creek), Haldimand, Lincoln, Welland, Norfolk and Brant, save and except non-working foremen, persons above the rank of non-working foreman and marble tile or terrazzo workers who are required from time to time to engage in the laying of resilient flooring" ( 6 employees in the unit)

On May 1, 1961 the Board endorsed the Record in part as follows:

"For the reasons given in writing in the Kent Tile and Marble Company Case, we further find that all employees of the respondent engaged in the installation of resilient flooring in the counties of Wentworth, Halton (as far east as 16 Mile Creek), Haldimand, Lincoln, Welland, Norfolk and Brant, save and except non-working foremen, persons above the rank of non-working foreman and marble tile or terrazzo workers who are required from time to time to engage in the laying of resilient flooring constitute a unit of employees of the respondent appropriate for collective bargaining.

The area set out in our determination in paragraph 2 is identical with the area covered in the subsisting agreement between the respondent and the Tile Setters, Marble Masons, Terrazzo Workers and Composition Tile Layers Union Local 16."



Board Member C. C. Young dissented and said:

"For the reasons given in writing in my dissent in the Kent Tile and Marble Company Case, I find that the unit applied for is inappropriate and I would have dismissed the application."

Number of names on revised eligibility list	9
Number of ballots cast	9
Number of ballots marked in favour of applicant	9
Number of ballots marked in favour of intervener	0

755-60-R: National Union of Public Employees (Applicant) v. The Hamilton Health Association (Respondent)

Unit: "all employees of the respondent at its hospitals at Hamilton, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, office staff and persons regularly employed for not more than 24 hours per week," (358 employees in the unit)

On April 20, 1961,

The Board endorsed the Record in part as follows:

"For the purposes of clarity, we declare that the term 'technical personnel' comprises physiotherapists, occupational therapists, psychologists, electro-encephalographists, electrical shock therapists, laboratory, radiological, pathological and cardiological technicians.

For the purposes of clarity, we declare that the bargaining unit includes certified nursing assistants, nursing assistants, the operating room technician, the radio and T.V. technician the the pharmacy helper.

We note the agreement of the parties that the bargaining unit includes the dark room developer.

For the purposes of clarity we further declare that the bargaining unit does not include agricultural labourers."

Board Member D.B. Archer said;

"For reasons to be given in writing, I would have certified the applicant without a vote for the unit described in the decision of the majority."





On June 14, 1961, Board Member C.C. Young dissented and said:

"I dissent in so far as the inclusion of Anna Karabילו and John Demaline in the bargaining unit is concerned. I would have excluded them from the bargaining unit."

On June 15, 1961, J. Finkelman, Chairman, said:

"In view of the result of the representation vote in this case, it is our opinion that no useful purpose would now be served by issuing written reasons for our decision of April 20, 1961, in this matter."

Number of names on revised eligibility list		327
Number of ballots cast		305
Ballots segregated and not counted	4	
Number of spoiled ballots	4	
Number of ballots marked in favour of applicant	193	
Number of ballots marked as opposed to applicant	104	

848-60-R: Beverage Dispensers Union, Local 757, Port Arthur & Fort William, of the Hotel and Restaurant Employees' and Bartenders' International Union affiliated with the Canadian Labour Congress, Lakehead and District Trades and Labour Council, Ontario Provincial Council of Culinary Workers, Bartenders and Hotel Service Employees (Applicant) v. Fort William Hotels Limited (Respondent).

Unit: "all employees of Fort William Hotels Limited working in the Lounge (Dominion Room) in the Royal Edward Hotel at Fort William, save and except supervisors, persons above the rank of supervisor and office staff."  
(6 employees in the unit).

On April 12, 1961, the Board endorsed the Record in part as follows:

"Having regard in part to the agreement of the parties and also having regard to the decision of the Board in the Barnett-McQueen Case (1950) C.C.H. Canadian Law Reports Transfer Binder 16139, the voting constituency in the circumstances of this case must consist of employees who are included in the bargaining unit defined in the collective agreement between the respondent company and the incumbent Restaurant, Cafeteria and Tavern Employees Union, Local 254 of the Hotel & Restaurant Employees and Bartenders' International Union, A.F.L.-C.I.O.-C.L.C. The voting constituency in the circumstances of this case must consist of all employees of the respondent working in the Lounge (Dominion Room) at the Royal Edward Hotel, Fort William, save and except



supervisors, persons above the rank of supervisor, office staff and persons regularly employed for not more than 24 hours per week or less."

Number of names on eligibility list	6
Number of ballots cast	7
Number of ballots segregated (not counted)	1
Number of ballots marked in favour of applicant	5
Number of ballots marked in favour of incumbent	1

950-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. McManus Motors Limited (Respondent).

Unit: "all employees of the respondent at London, save and except office staff, new and used motor vehicle sales staff, service salesmen, foremen and persons above the rank of foreman," (129 employees in the unit)

Number of names on revised eligibility list	104
Number of ballots cast	104
Number of ballots segregated and not counted	1
Number of spoiled ballots	1
Number of ballots marked in favour of applicant	55
Number of ballots marked in favour of McManus Motors Employees' Association	47

Applications for Certification Dismissed: No Vote Conducted

740-60-R: Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 117 (Applicant) v. Nick Babij, Plastering Contractor (Respondent).

Unit: "all journeymen plasterers and their apprentices of the respondent employed at or working out of Toronto, save and except non-working foremen and persons above the rank of non-working foreman," (16 employees in the unit)

948-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 93 (Applicant) v. Uni Crete Construction Limited (Ottawa) (Respondent).



1092-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Applicant) v. Brown Bros. Ltd. (Respondent).

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, foreladies, persons above the ranks of foreman and forelady, security guards, office and sales staff and persons covered by subsisting collective agreements," (44 employees in the unit).

1126-61-R: Timmins Mine and Mill Workers Union Local 241 of the International Union of Mine Mill and Smelter Workers (Canada) (Applicant) v. Kam Kotia Porcupine Mines Limited (Respondent) v. United Steelworkers of America (Intervener). (Applicant & Intervener Dismissed). (66 employees).

1265-61-R: Retail, Wholesale and Department Store Union, AFL: CIO:CLC (Applicant) v. I. G. A. Foodliner (Oshawa Wholesale Ltd.) (Respondent). (33 employees).

1274-61-R: Building Service Employees' International Union, Local 210, A.F. of L. -C.I.O., C.L.C., Windsor, Ontario (Applicant) v. Bowlero Bowl Limited, (Respondent).

Unit: "all employees of the respondent at Windsor, save and except foremen, persons above the rank of foreman and office staff." (10 employees in the unit).

1322-61-R: United Brotherhood of Carpenters and Joiners of America, Local Union 1669 (Applicant) v. Stead and Lindstrom Limited (Respondent). (19 employees).

The Board endorsed the Record as follows:

"Application dismissed by reason of the non-appearance of the applicant at the hearing held by the Board in the matter."

1345-61-R: United Brotherhood of Carpenters And Joiners of America, Local Union 93 (Applicant) v. Leopold Beaudoin Construction Limited (Respondent). ( 7 employees).

The Board endorsed the Record as follows:

"The applicant having failed to appear at the hearing of this application, this application is dismissed."





1387-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Suburban Trucking (Windsor) (Respondent) (7 employees).

The Board endorsed the Record as follows:

"Application dismissed by reason of the non-appearance of the applicant at the hearing held by the Board in the above matter."

Applications for Certification Dismissed Subsequent to Pre-hearing Vote.

1169-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No.230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. S. McCord and Company Limited (Respondent)

Unit: "all garage and maintenance employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, security guards and office staff" (25 employees in the unit)

Number of names of eligibility list	25
Number of ballots cast	25
Number of ballots marked in favour of applicant	6
Number of ballots marked as opposed to applicant	19

1233-61-R: The International Brotherhood of Electrical Workers AFL-CIO-CLC (Applicant) v. I-T-E Circuit Breaker (Canada) Limited Bulldog Electric Products Division (Respondent)

Voting Constituency: "all employees of the respondent at its Clayson Road Plant at Toronto, save and except foremen, persons above the rank of foreman, office and sales staff, persons regularly employed for not more than 24 hours per week and students hired for the school vacation period."  
(110 employees in the unit).

Number of names on revised eligibility list	109
Number of ballots cast	109
Number of ballots marked in favour of applicant	42
Number of ballots marked as opposed to applicant	67





Dismissed Subsequent to Post-hearing Vote

483-60-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 183 (Applicant) v. Aprile Contracting Ltd. (Respondent).

Unit: "all construction labourers of the respondent employed in Metropolitan Toronto, save and except non-working foremen and persons above the rank of non-working foreman." (19 employees in the unit).

Number of names on revised eligibility list	6
Number of ballots cast	6
Number of ballots segregated (not counted)	1
Number of ballots marked in favour of applicant	2
Number of ballots marked as opposed to applicant	3

490-60-R: District 50, United Mine Workers of America (Applicant) v. Stedman Brothers Ltd. (Toronto warehouse) (Respondent).

Unit: "all employees of the respondent at its warehouse in the City of Toronto, save and except foremen, persons above the rank of foreman, office and clerical staff," (241 employees in the unit)

Number of names on revised eligibility list	190
Number of ballots cast	186
Number of spoiled ballots	2
Number of ballots marked in favour of applicant	93
Number of ballots marked as opposed to applicant	90
Number of ballots segregated (not counted)	1

20677-60: Upholsterers' International Union of N.A. through it's agent Local #400 (Applicant) v. The Globe Spring & Cushion Co. Ltd. (Toronto) (Respondent).

Unit: "all employees of the respondent at Toronto, save and except foremen, persons above the rank of foreman and office staff." (46 employees in the unit).



On May 8, 1961, the Board endorsed the Record as follows:

"In view of the events occurring prior to the hearing of this case, the attention of the parties, and particularly that of the respondent company, is directed to the provisions of The Labour Relations Act and the Board's Rules of Procedure dealing with unfair labour practices and the conduct required to be observed by the parties between the date hereof, and the taking of the representation vote. The Board wishes to make it clearly understood that should the occasion arise it will examine with searching scrutiny any untoward conduct on the part of the respondent company which may even in the slightest degree have the effect of influencing the employees in the free expression of their own wishes."

Board Member D.B. Archer dissented and said:

"I dissent. In view of all the circumstances, I would have granted certification to the applicant."

Number of names on revised  
eligibility list  
Number of ballots cast

31  
9

Applications for Certification Withdrawn

1269-61-R: The International Brotherhood of Electrical Workers AFL-CIO-CLC (Applicant) v. Burroughs Business Machines Limited Windsor Manufacturing Division (Respondent). (134 employees)

1336-61-R: International Union of Operating Engineers, Local 709 (Applicant) v. The University of Waterloo (Dearborn West, Waterloo) (Respondent) v. Local Union No. 793, National Union of Public Employees (Intervener). (4 employees).

1344-61-R: Retail, Wholesale and Department Store Union (Applicant) v. Homestead Bakery Ltd. (St. Catharines plant) (Respondent). (3 employees).

1346-61-R: United Brotherhood of Carpenters And Joiners of America, Local Union 93 (Applicant) v. Camston Limited (Ottawa) (Respondent). (7 employees).

1380-61-R: The United Brotherhood of Carpenters & Joiners of America, Local 1946 (Applicant) v. P. R. Connolly Construction Limited. (City of London and Middlesex County) (Respondent). (6 employees).



1400-61-R: Hotel and Restaurant Employees and Bartenders International Union Local 412 AFL-CIO-CLC (Applicant) v. New American Public House (602 Bay Street, Sault Ste. Marie, Ont.) (Respondent) (4 employees).

Applications for Termination of Bargaining Rights Disposed of During June 1961

915-60-R: Employees of Christies Bread Ltd. at its Galt Division (Applicant) v. General Truck Drivers Union Local 879, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Respondent). (Granted) (10 employees).

(Re: Christies Bread, Limited,  
Galt Division, Galt, Ontario)

Number of names on revised eligibility list		8
Number of ballots cast	8	
Number of ballots marked in favour of respondent	1	
Number of ballots marked against respondent	7	

919-60-R: David Stoneman (Applicant) v. United Steelworkers of America (Respondent) v. Lau Products Limited (Intervener). (Granted) (22 employees).

Re: (Lau Products Limited,  
Kitchener, Ontario)

Number of names on revised eligibility list		22
Number of ballots cast	22	
Number of ballots spoiled	1	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of respondent	2	
Number of ballots marked as against respondent	18	

1099-61-R: Robert Savage (Applicant) v. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (U.A.W.) (Respondent) v. Unit Step (Ontario) Limited (Intervener). (Granted). (18 employees).

(Re: Unit Step (Ontario) Limited,  
Woodstock, Ontario.)





Number of names of revised eligibility list		11
Number of ballots cast	11	
Number of ballots marked in favour of respondent	0	
Number of ballots marked against respondent	11	

1247-61-R: Frank Whitmore and Wray Jenkins (Applicants)  
v. Local Union No. 230 of the International Brotherhood of  
Teamsters, Warehousemen, Chauffeurs, and Helpers of America  
(Respondent). (Granted). (23 employees)

(Re: Lou's Transport Limited,  
Woodbridge, Ontario.)

Number of names on revised eligibility list		23
Number of ballots cast	23	
Number of ballots marked in favour of respondent	0	
Number of ballots marked against respondent	23	

1,555-61-R: John I. Maynard (Applicant) v. Local 131 Office  
Employees Union (Respondent). (52 employees). (Dismissed).

(Re: The Brown Bros. Limited,  
Toronto, Ontario)

The Board endorsed the Record as follows:

"The respondent was certified as bargaining agent for certain employees of The Brown Bros. Limited on the 13th day of July 1960 and one year has not elapsed since the date of certification.

The Board is satisfied that pursuant to the provisions of section 46(1) of The Labour Relations Act this application is untimely.

In view of these circumstances and in accordance with the provisions of Rule 45 of the Board's Rules of Procedure, the Board is of the opinion that the applicant has failed to make a prima facie case for the remedy requested and the application is therefore dismissed."



18918-59: The Employees of Old City House - Michael Borden (Applicant) v. Hotel & Restaurant Employees' and Bartenders' International Union A.F. of L, Local 197 (Respondent). (Granted). (4 employees).

Re: (Old City House,  
Hamilton, Ontario)

Number of names on eligibility list	4
Number of ballots cast	4
Number of ballots marked in favour of Respondent	0
Number of ballots marked as opposed to Respondent	4

#### APPLICATIONS UNDER SECTION 79 OF THE ACT

353-60-M: Toronto Star Limited (Applicant) v. The Toronto Newspaper Guild, Local 87 of the American Newspaper Guild (Respondent). (Withdrawn).

#### APPLICATIONS FOR DECLARATION THAT STRIKE UNLAWFUL

1457-61-U: Electro Auto-Lite Limited (Point Edward) (Applicant) v. Mary Bresette et al (Respondents). (Withdrawn)

1537-61-U: The Monarch Knitting Company Limited (Dunnville) (Applicant) v. Helen Albano et al (Respondent). (Withdrawn).

#### APPLICATIONS FOR DECLARATION THAT LOCK-OUT UNLAWFUL

1406-61-U: The Canadian Union of Operating Engineers (Applicant) v. Tusca Investments Limited. (2 King Street West, Toronto) (Respondent).

The Board endorsed the Record as follows:

This is an application for a lock-out declaration.

The applicant alleges that the action of the respondent in laying off three stationary engineers on May 24th, 1961, was to use the words of counsel for the applicant, a "ruse" to dispense with the services of James Traynor. Assuming, for present purposes, that this was the intention of the respondent, (and there is, in our opinion, on the basis of the evidence before us, little likelihood of Traynor being recalled) we are of the opinion that the applicant has failed to establish that the "lay-off" was done "with a view to compelling or inducing his employees...to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment..." within section 1(1)(g) of The Labour Relations Act.



In other words, even if the respondent took the action it did in order to get rid of Traynor, we are unable to conclude that this was done with a view to compelling the applicant union or the employees affected to agree to the respondent's proposals for a seniority and other clauses in the collective agreement which was being negotiated between the applicant and the respondent. Nor, in our view are we able to conclude that the action of the respondent company was done to compel or induce the employees of the union to refrain from exercising any rights or privileges under The Labour Relations Act. Counsel for the applicant did not suggest any right or privilege under the Act which might be affected and we are unable to find any.

While counsel for the applicant suggests that the definition of Lock-out in the Act is not all-inclusive, we are not able to find that anything has occurred in this case which might properly be included in a broader definition of that term.

The application is dismissed.

We should like to go on record as saying that in our view the application was not a frivolous or vexatious one as suggested by counsel for the respondent."

#### APPLICATIONS FOR CONSENT TO PROSECUTE

1031-61-U: Husband Transport Limited (Applicant) v. General Truck Drivers' Union Local 938 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Toronto Terminal) (Respondent). (Dismissed).

(SEE INDEXED ENDORSEMENT PAGE 94 )

1037-61-U: Direct Winters Transport Limited (Applicant) v. J. Tomassini et al (Respondents). (Granted).

The Board endorsed the Record as follows:

"Notice of application and of hearing was served upon Dennis Fagan, Wayne Coulter and M. McMann, three of the respondents herein, by the registrar by registered mail addressed to each of them at the address for service provided by the applicant. These documents were returned to the registrar by the Post Office marked 'Moved, address unknown', in the case of Dennis Fagan and Wayne Coulter, and 'Unclaimed' in the case of M. McMann. No other address for service has been provided by the applicant. The application has not been processed further with respect to these respondents.





In so far as the application relates to J. Howell, one of the respondents herein, we find that he was not scheduled to work on April 21, 1961. We are of opinion, therefore, that leave should not be granted with respect to him. The application is accordingly dismissed in so far as it relates to J. Howell.

The Board consents to the institution by the applicant of a prosecution of J. Tomassini, Glen Wellington, Bruce Ryan, T. Doherty, L. Ranco, L. Benson, Frank Leslie, E. Gross, Samuel Foster, J. Mullen, Ken Hellawell, Frank McMartin, W. Madill, J. Syrek, H. Rew, J. Penyige, Ross Gallinger, H. Levi, R. Dixon, C. Edwards, D. Coulter, W. Ashe, G. Curnew, W. Jackson, R. Webster, J. Johnston and J. Warner, twenty-seven of the respondents herein, for the following offence alleged to have been committed:

That the said J. Tomassini, Glen Wellington, Bruce Ryan, T. Doherty, L. Ranco, L. Benson, Frank Leslie, E. Gross, Samuel Foster, J. Mullen, Ken Hellawell, Frank McMartin, W. Madill, J. Syrek, H. Rew, J. Penyige, Ross Gallinger, H. Levi, R. Dixon, C. Edwards, D. Coulter, W. Ashe, G. Curnew, W. Jackson, R. Webster, J. Johnston and J. Warner did contravene section 54 (1) of The Labour Relations Act in that they did engage in an unlawful strike on April 21, 1961.

The appropriate documents will issue.

Board Member; D. B. Archer said:

This is a case where certain employees refused to cross a picket line. The question arises as to whether in the circumstances of this case the Board should exercise its discretion and refuse to allow prosecution of certain employees. These employees are normal, law abiding citizens and they are all now back at work and apparently friendly industrial relations have been re-established. There is some doubt in my mind if all these men were scheduled to work that morning, no time records or other documents were introduced in evidence. The company has already exercised its rights under the collective agreement and has penalized all the men with a three day suspension. No evidence was lead that any of the men were instrumental in instigating the work stoppage. Rather it seems to be a matter of a worker, through tradition, conscientiously respecting the picket lines of fellow workers. As soon as the matter was brought to the union's attention the men were ordered back to work. It was the company's insistence on the three day penalty that caused the continuation of the stoppage. In all the circumstances of this case I do not think any useful purpose would be served by prosecuting certain employees. Therefore I would exercise the Board's discretion and not allow leave to prosecute.





1368-61-U: Hotel, Motel & Restaurant Employees, (CLC) Local 899 (Applicant) v. R. Thibault, carrying on business under the name of Harmony Lunch Restaurant (Cornwall) (Respondent). (Granted).

The Board endorsed the Record as follows:

"The Board consents to the institution of a prosecution against the defendant for the following offence alleged to have been committed: that the said respondent did contravene section 12 of The Labour Relations Act in that on and after January 30th, 1961, he did refuse to bargain in good faith."

1458-61-U: Electric Auto-Lite Limited (Point Edward) (Applicant) v. Mary Bresette et al (Respondents). (Withdrawn).

1461-61-U: L.A. Rice, Gustav Schickedanz (Applicants) v. Americo Pietrobono (Grandview Estate Subdivision construction project, north side of Steeles Ave. between Yonge & Bayview) (Respondent). (Withdrawn).

1462-61-U: L.A. Rice, (Applicant) v. Renato Aguzzi (Respondent). (Withdrawn).

1463-61-U: L. A. Rice, Gustav Schickedanz (Applicants) v. Antonio Uacibekki (Respondent). (Withdrawn).

1485-61-U: Johnson, Perini-Kiewit (Applicant) v. G. Gallagher (Respondent). (Dismissed).

(SEE INDEXED ENDORSEMENT 94 )

1486-61-U: Johnson-Perini-Kiewit (Applicant) v. International Hod Carriers and Common Labourers Union of America, Local 813 (Respondent). (Dismissed).

The Board endorsed the Record as follows:

"The parties agreed that all the evidence and the arguments of Counsel in the application by the applicant herein for a consent to institute a prosecution of G. Gallagher (File 1485-61-U) would be applied by the parties to this matter, and that no further evidence would be submitted.



For the reasons given in the application for consent to institute a prosecution of G. Gallagher, this application is dismissed. (See also the Reasons for Decision of the Board in the Wright Assemblies Case, File No. 966-61-U, dated June 22, 1961).

APPLICATIONS UNDER SECTION 65 (UNFAIR PRACTICES IN EMPLOYMENT  
DISPOSED OF DURING JUNE 1961)

312-60-U: Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America (Complainant) v. Burley Bus Lines Limited (Respondent).

966-61-U: United Steelworkers of America (Complainant) v. Wright Assemblies Limited (Respondent).

996-61-U: Teamsters, Chauffeurs, Warehousemen and Helpers Local Union 880 (Complainant) v. Clifford Taylor Farm Produce (Respondent).

1006-61-U: United Steelworkers of America (Complainant) v. Wright Assemblies Limited (Respondent).

1044-61-U: Local Union 633, Amalgamated Meat Cutters and Butcher Workmen of North America (Complainant) v. Arnolds Markets Limited (Respondent).

1272-61-U: Amalgamated Meat Cutters and Butcher Workmen of North America (Complainant) v. Cold Springs Farm Limited (Respondent).

1286-61-U: International Hod Carriers Building and Common Labourers' Union of America, Local #493 (Complainant) v. E. Taillefer Construction (Respondent).

1302-61-U: J. R. McCormick, G.F. Smith, A.J. Conley, W.H. Fitzpatrick, Q.G. Thompson, L.J. Hartford, C.R. Horne, G.F. Harway, R.W. Price, W.L. Gould, P. Wagner and L. Mailloux (Complainants) v. Chrysler Corporation of Canada (Respondent).

1339-61-U: International Association of Machinists (Complainant) v. Titan Truck Equipment Limited (Respondent).

1407-61-U: International Association of Machinists (Complainant) v. H. McDowell Motors (Respondent).

1487-61-U: Hotel and Restaurant Employees and Bartenders International Union (Complainant) v. Lock City Tavern (Respondent).

1510-61-U: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880 (Complainant) v. Bookshelf Bindery Limited (Respondent).



INDEXED ENDORSEMENTS

918-61-R: Canadian Union of Operating Engineers (Applicant) v. Dominion Glass Company, Limited (Wallaceburg plant) (Respondent) v. Local 944, International Union of Operating Engineers (Intervener). (GRANTED JUNE 1961).

On June 13th, 1961, the Board endorsed the Record as follows:

"Following the taking of the pre-hearing representation vote on May 3rd, 1961, the ballot box was sealed and the ballots were not counted pending a hearing by the Board to enable the intervener to present objections to the craft status of the applicant. The matter thereafter came on for hearing on June 8th, 1961. At this hearing the intervener submitted that because of the applicant's previous successful application for certification for an industrial unit at the Sherbrooke Metallurgical Company Limited, it had forfeited any status which it might now claim as a union pertaining to the craft described in the bargaining unit in this case.

The effect and apparent meaning of the intervener's argument is that once a craft union becomes certified in one case for an industrial unit, then notwithstanding the fact that it has previously been certified and recognized as a union pertaining to the craft, it ipso facto and without more loses its right to represent the craft for the future. The argument is patently untenable and must be rejected."

740-60-R: Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 117 (Applicant) v. Nick Babij, Plastering Contractor (Toronto) (Respondent). (Dismissed June 1961).

On May 10, 1961, the Board endorsed the Record in part as follows:

"The documentary evidence of membership submitted by the applicant consisted in part of dues books signed by the employees on whose behalf they were submitted as evidence of membership in the applicant and in part of dues books which were not signed by the employees in respect of whom they were submitted. Subsection 1 of section 50 of the Board's Rules of Procedure provides in part that evidence of membership shall not be accepted by the Board unless the evidence is signed by the employee.





Accordingly, the Board does not accept the unsigned dues book in this case as evidence of membership in the applicant."

On June 13, 1961, the Board further endorsed the Record as follows:

"Although the applicant has requested leave to withdraw its application herein, the Board following its usual practice in such cases dismisses the application.

The attention of the parties is directed to the Mathias Ouellette Case (1955) C.C.H. Canadian Labour Law Reporter, Transfer Binder 1955-59 16026 C.L.S. 76-485.

138-60-C: The Brewery and Soft Drink Workers, Local Union No. 316, and the International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America (Applicants) v. Seven-Up Bottling Company (Fort William) Ltd. and The Seven-Up Bottling Company (Respondents) (REFERRED NOVEMBER, 1960).

On June 21, 1961, the Board issued further reasons as follows:

The applicant unions made an application for conciliation services on November 14, 1960, with respect to the employees of Seven-Up Bottling Company (Fort William) Ltd. in the bargaining unit defined in the collective agreement between the parties effective May 1, 1959. The application was accompanied by a copy of a collective agreement between the unions and "The Seven-Up Bottling Company".

Notice of application for conciliation services was served by the Registrar upon Seven-Up Bottling Company (Fort William) Ltd. Mr. G.B. Weiler, Q.C., by letter dated November 22, 1960, drew the attention of the Board "to the fact that the application does not conform to the names of the parties to the collective agreement". Accordingly the Board, following its usual practice in such cases, amended the name of the respondent to read: "The Seven-Up Bottling Company", granged the applicant's request on November 24, 1960, and referred the matter to the Minister of Labour. Subsequently, in view of certain representations by the applicant in a letter dated January 13, 1961, the Board directed the Registrar to list the matter for hearing and the record was endorsed as follows:



At such hearing an opportunity will be afforded to the parties and to any person affected, to adduce evidence and present argument as to whether a collective agreement has been made between the trade unions named above, on the one hand, and the Seven-Up Bottling Company and Seven-Up Bottling Company (Fort William) Ltd., or either of them, on the other hand, as well as who the parties to any such agreement are and who are bound by it or on whose behalf it was made.

The facts in this case are not in dispute. During and after 1949, Mr. H. Katarynuk and Mr. H. Andrychuk carried on business as a partnership under the firm name and style of "Seven-Up Bottling Company, Fort William". Since 1949 the union entered annually into a collective agreement with an entity described as "Seven-Up Bottling Company". Mr. G. Oliarnyk, who has been the secretary of the local union since 1951, has negotiated and signed these agreements on behalf of the union since 1952. From 1951 to and including 1958, Mr. Katarynuk negotiated with the union and signed the annual agreements on behalf of "the Company". During those years Mr. H. Andrychuk attended the meetings on behalf of "the Company" but did not take part in the negotiations. In 1959, Mr. H. Andrychuk represented "the Company" during negotiations for the 1959-60 agreement and executed that agreement on behalf of "the Company". In 1960, Mr. H. Andrychuk and Mr. J. Andrychuk attended the negotiations. The parties agree that, from 1951 to 1959, management continued to be Mr. H. Katarynuk and Mr. H. Andrychuk and that, thereafter, it was Mr. H. Andrychuk and Mr. J. Andrychuk. Throughout these years of bargaining between the union and "the Company", the question of the company's name did not arise. This issue was raised for the first time on January 11, 1961, at a meeting between the parties in Mr. Weiler's office. This meeting had been preceded by four meetings in 1960 between the union and Messrs. Andrychuk during which the parties negotiated for the renewal of the collective agreement which expired on April 30, 1960.

Seven-Up Bottling Company (Fort William) Limited was incorporated by letters patent dated May 17, 1954. On July 31, 1954, a resolution was passed by that Company approving the purchase of the partnership business "as a going concern" together with its assets and buildings. The purchase was made effective as of July 1, 1954, and the transfer of the business did not effect any change in its operation or in the personnel of its management.



Notwithstanding the fact that the purchase was made effective as of July 1, 1954, Mr. Katarynuk and Mr. H. Andrychuk commenced, prior to that date, to negotiate with the union on behalf of Seven-Up Bottling Company (Fort William) Ltd. These negotiations resulted in two agreements.

(1) A memorandum of agreement, made on June 9, 1954, between "The Seven-Up Bottling Company (Fort William) Ltd." and the union, which was typed on letterhead of Seven-Up Bottling Company (Fort William) Ltd. and which was executed "for the Company" by Mr. H. Katarynuk and for the union by Mr. A. A. Franklin. This agreement read in part as follows:

It is hereby mutually agreed between the Company and the Union that, effective May 1st, 1954, the following amendments shall be made in the present collective agreement:

\* \* \* \* \*

All other provisions of the existing agreement shall remain in effect EXCEPT the provision dealing with the setting up of a Pension Plan. This paragraph shall be deleted.

It is hereby mutually agreed that no provision of this agreement, except the provision dealing with the Union Shop, shall apply to the Country Driver Salesman. The man employed on this job as of this date shall continue in this job, under the conditions of employment mutually agreed upon and shall have no option of changing his job until May 1st, 1955.

(2) A collective agreement between "The Seven-Up Bottling Company of Fort William, Ontario" and the Union, executed "For Seven-Up Bottling Company" by Mr. H. Katarynuk, which provided that it "shall be in full force and effect from May 1st, 1954 until April 30th, 1955 and shall automatically continue from year to year" subject to notice. The date of execution of this agreement is unknown but Mr. Franklin declared that it was executed after June 9, 1954. All amendments contained in the agreement of June 9, 1954, were incorporated into this collective agreement.

It is significant to note that it was during these negotiations that the parties dealt with the "country driver salesman" for the first time. In 1954, the employee employed in this capacity took over the "country route" exclusively and, while "the Company" insisted that he should become a jobber, the union insisted that he remain a member and pay dues.





Accordingly, the special arrangement contained in the agreement of June 9, 1954 was agreed upon and, since 1954, only the "union shop" provision of the collective agreements has applied to the country driver salesman. Further, in 1958, the union entered into a separate agreement with "Seven-Up Bottling Company (Fort William) Limited" covering wages, hospitalization and insurance for the country driver salesman and it is significant to note that this agreement was signed by Mr. Katarynuk "in behalf of the Company".

From and after 1954, Seven-Up Bottling Company (Fort William) Limited observed all the terms and conditions of each annual collective agreement. Thus, dues were checked off and paid on cheques of Seven-Up Bottling Company (Fort William) Limited, new employees hired by Seven-Up Bottling Company (Fort William) Limited applied for membership in the union at its next regular meeting as required by the terms of the collective agreement, and, in 1960, the union and Seven-Up Bottling Company (Fort William) Limited processed a grievance arising out of the discharge of an employee of that company.

In 1959 and in 1960 the union, in accordance with the practice between the parties, forwarded proposed amendments addressed to "Mr. Andrychuk, Seven-Up Bottling Company (Fort William) Ltd." In 1959, the document forwarded by the union was entitled: "Proposed Amendments to Agreement between The Seven-Up Bottling Company (Ft. Wm.) Ltd. of Fort William, Ontario and The Brewery and Soft Drink Workers Local Union No. 316. International Union of United Brewery Flour, Cereal, Soft Drink and Distillery Workers of America." The title on the document forwarded by the union in 1960 was substantially the same. The union has always prepared the agreements for execution and usually employed a public stenographer for that purpose. The parties executed the agreements in each other's presence and no question ever arose with respect to the correct designation of "the Company".

The union submits that Seven-Up Bottling Company (Fort William) Limited is the party to the collective agreement made in 1954 and to the collective agreements made annually thereafter and that there has been a mistake in the designation of the respondent which has continued since 1954. Mr. Weiler, on the other hand, says that Seven-Up Bottling Company (Fort William) Ltd. has never become a party to any collective agreement with the union because its name does not appear on any such agreement and the names of its officers appearing thereon do not indicate the capacity in which they affixed their signatures.





The question for the Board is whether Seven-Up Bottling Company (Fort William) Limited is party to the collective agreement in respect of which the union made this application for conciliation services. The answer depends on whether Seven-Up Bottling Company (Fort William) Limited carried on collective bargaining with the union and whether the document signed by the parties following such bargaining was intended to embody the terms which were to govern their relations.

On the evidence presented, we are satisfied that, certainly after 1954, Mr. Katarynuk and Mr. Andrychuk carried on collective bargaining with the union as the representatives of Seven-Up Bottling Company (Fort William) Limited. They chose to execute collective agreements in which the name of "the Company" was shown as "Seven-Up Bottling Company". Consequently, we find that these agreements followed collective bargaining between the union and Seven-Up Bottling Company (Fort William) Limited, contained the terms which were to govern relations between that respondent and its employees, and that the respondent intended to be bound by these terms. There is absolutely nothing in the evidence before us to indicate that any doubt ever existed concerning the intention of the parties that Seven-Up Bottling Company (Fort William) Limited was the party bound by the collective agreements executed by them. We are satisfied, therefore, that the recently-expired collective agreement in which "the Company" was designated as "The Seven-Up Bottling Company" as in fact executed by Mr. H. Andrychuk on behalf of Seven-Up Bottling Company (Fort William) Limited.

On the facts of this case, we find that Seven-Up Bottling Company (Fort William) Limited is a party to the collective agreement in respect of which the union has made this application for conciliation services. Accordingly, we revoke that part of the Board's decision of November 24, 1960, in so far as it amended the name of the respondent to read "The Seven-Up Bottling Company".



SPECIAL ENDORSEMENTS IN CONCILIATION SERVICES APPLICATIONS  
DISPOSED OF BY THE BOARD

1196-61-C: Local No. 7 Ottawa, Ontario, of the Bricklayers, Masons and Plasterers International Union of America (Applicant) v. Federal Masonry Contractors; Thomas Fuller Construction Co. (1958) Ltd; Queensview Construction & Development Ltd.; A. Lanctot Construction Co. Ltd; M. J. Sulphur and Sons Ltd.; J.E. C peland Co. Ltd.; James Conlon; James R. Beach; James More and Sons Ltd.; Shore and Horwitz Construction Co. Ltd.' Roland Lariviers Ltd.; Emile Levesque; Ed Brunet & Sons Ltd.; H. Langlois, Georges Loranger Inc. (Respondents). (Referred June 1961).

The Board endorsed the Record as follows:

"The evidence before the Board is that, although notice of desire to bargain was not given by the applicant to any of the respondents in accordance with the terms of section 40 of The Labour Relations Act, nevertheless bargaining was in effect conducted by the following respondents: Federal Masonry Contractors, Roland Lariviere Ltd., Emile Levesque, H. Langlois and James Conlon.

There is also evidence before the Board that the Builders Exchange had been authorized to bargain on behalf of Thomas Fuller Construction Co. (1958) Ltd., that the Exchange had bargained with the union but had failed to notify the union of this authorization.

Having regard to the provisions of section 13(3) of the Act, the applicant's request that conciliation services be made available to the parties is granted with respect to the employees of each of the respondents named in paragraphs 2 and 3 of this decision, in the bargaining unit defined in the collective agreement between the applicant and the respective respondents effective May 11, 1959. These several matters are referred to the Minister.

Since the evidence before the Board is that no bargaining was conducted by or on behalf of Queensview Construction & Development Ltd., A. Lanctot Construction Co. Ltd., M. J. Sulphur and Sons Ltd., Shore and Horwitz Construction Co. Ltd., Ed. Brunet & Sons Ltd., and Georges Loranger Inc., the applicant's request is denied with respect to these respondents."



SPECIAL ENDORSEMENTS IN CONSENT TO PROSECUTE APPLICATIONS  
DISPOSED OF BY THE BOARD

1031-61-U: Husband Transport Limited (Applicant) v. General Truck Drivers' Union Local 938 Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Toronto terminal) (Respondent). (Dismissed June, 1961).

The Board endorsed the Record as follows:

"We shall assume for present purposes, but without making any decision on the point, that the activities of William Davidson, the business agent of the respondent, were of such a nature that the respondent union could be said to have authorized an unlawful strike of employees of the applicant by reason of the vicarious responsibility imposed on a trade union under section 72(2) of The Labour Relations Act. Nonetheless, having regard to the steps taken by the president of the union to settle the strike that occurred here and especially the disciplinary action taken by the union against the business agent, we are of opinion that we should not consent to the institution of a prosecution of the respondent union. Reference may be had to the decision of this Board in the George and Asmussen Case, Ontario Labour Relations Board Monthly Report, June 1959, p. 114."

Board Member Colin C. Young dissented and said:

"I dissent. In my view there is enough evidence before the Board to permit consent being granted to the institution of a prosecution and, while I do not seek in any way to minimize the steps taken by the president of the union, I would have preferred to leave to the court the decision as to the sufficiency of his actions."

1485-61-U: Johnson, Perini, Kiewit (Applicant) v. G. Gallagher (Respondent). (Dismissed).

The Board endorsed the Record as follows:

"This is an application for consent to institute a prosecution of the respondent for an offence under The Labour Relations Act in that the respondent, as an officer, official or agent of a Trade Union did counsel, procure, support or encourage an unlawful strike contrary to Section 55 of The Labour Relations Act."





After considering all the evidence and the representations of counsel for both parties the Board finds that the respondent is an agent of International Hod Carriers and Common Labourers Union of America, Local 183 and that he represented the trade union in everything he did with reference to this matter.

The Board further finds that the respondent counselled, procured and encouraged a strike of the employees of the applicant as a representative of International Hod Carriers and Common Labourers Union of America, Local 183.

The Board's jurisdiction in this matter must be found within the relevant provisions of The Labour Relations Act. Section 55 of The Labour Relations Act sets out three ingredients of the offence which is alleged to have been committed by the respondent. The three ingredients of the offence are:

- (a) the act complained of must be committed by an officer, official or agent of a trade union.
- (b) the officer, official or agent of a trade union must counsel, procure, support or encourage a strike.
- (c) the strike must be unlawful.

Each of these three ingredients is essential to the applicant's case.

It has been the policy of this Board for many years to require an applicant to establish a prima facie case for all the essential ingredients to an offense alleged to have been committed.

Counselling, procuring or encouraging a strike by a union official is not, by itself, prohibited by The Labour Relations Act. The Labour Relations Act provides a remedy, in these circumstances, only if the strike is unlawful. The applicant has established a prima facie case for some of the ingredients of an offence under section 55 of The Labour Relations Act. However, there was no evidence tendered to indicate that the strike was unlawful.



The Board is a quasi-judicial body and must proceed on the evidence adduced at the hearing. Counsel for the respondent, during his argument, drew the attention of the Board to the fact that there was not a tittle of evidence before the Board to show that the strike was unlawful. The Board thereupon invited counsel for the applicant to deal with this argument. The only reply that counsel for the applicant then made was that he would make no comment on whether or not the strike was unlawful.

The Board further finds on the basis of all the evidence before it, that the applicant has failed to satisfy the onus resting upon it to establish an essential ingredient of an offence under section 55 of The Labour Relations Act, namely, that the strike engaged in by the employees of the applicant was unlawful.

The application is therefore dismissed."



## STATISTICAL TABLES

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	Representation Votes in Certification Applications Disposed of by the Board January 1, 1961 to March 31, 1961.	



TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Type of Application	Number of Applications Filed		
	<u>June</u> <u>'61</u>	<u>1st 3 months of fiscal year</u> <u>61-62</u>	<u>60-61</u>
I. Certification	73	176	197
II. Declaration Terminating Bargaining Rights	3	18	13
III. Declaration of Successor Status	1	1	1
IV. Conciliation Services	105	362	310
V. Declaration that Strike Unlawful	4	12	9
VI. Declaration that Lockout Unlawful	1	1	2
VII. Consent to Prosecute	13	26	32
VIII. Complaint of Unfair Practice in Employment (Section 65)	15	38	-
IX. Miscellaneous	<u>4</u>	<u>8</u>	<u>1</u>
TOTAL	<u>219</u>	<u>642</u>	<u>565</u>

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

	Number		
	<u>June</u> <u>'61</u>	<u>1st 3 months of fiscal year</u> <u>61-62</u>	<u>60-61</u>
Hearings and continuation of Hearings by the Board	83	260	221





TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR  
RELATIONS BOARD BY MAJOR TYPES

Type of Application	June	1st 3 months of fiscal year	
	'61	61-62	60-61
I. Certification	58	180	210
II. Declaration Terminating Bargaining Rights	6	16	15
III. Declaration of Successor Status	-	-	6
IV. Conciliation Services	133	394	293
V. Declaration that Strike Unlawful	2	9	11
IV. Declaration that Lockout Unlawful	1	1	1
VII. Consent to Prosecute	9	23	35
VIII. Complaint of Unfair Practive in Employment (Section 65)	12	33	-
IX. Miscellaneous	<u>1</u>	<u>5</u>	<u>3</u>
TOTAL	<u>222</u>	<u>661</u>	<u>574</u>



APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS BOARD  
BY TYPES AND BY DISPOSITION

\*Employees

I Disposition	June 1st 3 mos. fiscal yr.			June 1st 3 mos. fiscal yr.		
	'61	61-62	60-61	'61	61-62	60-61
<u>Certification</u>						
Certified	38	111	155	972	2281	439
Dismissed	14	48	40	643	2281	170
Withdrawn	<u>6</u>	<u>21</u>	<u>15</u>	<u>158</u>	<u>774</u>	<u>36</u>
TOTAL	<u>58</u>	<u>180</u>	<u>210</u>	<u>1773</u>	<u>5336</u>	<u>646</u>

II Termination of Bargaining Rights

Terminated	5	6	7	67	84	204
Dismissed	1	9	4	52	153	29
Withdrawn	<u>-</u>	<u>1</u>	<u>4</u>	<u>-</u>	<u>-</u>	<u>380</u>
TOTAL	<u>6</u>	<u>16</u>	<u>15</u>	<u>119</u>	<u>237</u>	<u>613</u>

\* These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining units at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.



- S26 - APPLICATIONS DISPOSED OF BY  
BOARD (continued)

Number of appl'ns Dis. of  
June 1st 3 mos. fiscal yr.  
'61 61-62 60-61

III Conciliation Services\*

Referred	129	376	276
Dismissed	-	6	5
Withdrawn	<u>4</u>	<u>12</u>	<u>12</u>
TOTAL	<u>133</u>	<u>394</u>	<u>293</u>

IV Declaration that  
Strike Unlawful

Granted	-	1	1
Dismissed	-	-	1
Withdrawn	<u>2</u>	<u>8</u>	<u>9</u>
TOTAL	<u>2</u>	<u>9</u>	<u>11</u>

V Declaration that  
Lockout Unlawful

Granted	-	-	1
Dismissed	-	-	-
Withdrawn	<u>1</u>	<u>1</u>	<u>-</u>
TOTAL	<u>1</u>	<u>1</u>	<u>1</u>

VI Consent to  
Prosecute

Granted	3	7	10
Dismissed	2	2	2
Withdrawn	<u>4</u>	<u>14</u>	<u>23</u>
TOTAL	<u>9</u>	<u>23</u>	<u>35</u>

\* Includes applications for conciliation services re unions claiming successor status.





TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED  
OF BY THE BOARD

	Number of Votes		
	June '61	1st 3 months of fiscal year 61-62	60-61
* <u>Certification After Vote</u>			
Pre-hearing vote	5	11	-
post-hearing vote	6	11	13
<u>Dismissed After Vote</u>			
pre-hearing vote	2	4	-
post-hearing vote	<u>3</u>	<u>17</u>	<u>21</u>
TOTAL	<u>16</u>	<u>43</u>	<u>34</u>

\* Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED OF  
BY THE BOARD

	Number of Votes		
	June '61	1st 3 months of fiscal year 61-62	60-61
Respondent Union Successful	-	-	2
Respondent Union Unsuccessful	<u>5</u>	<u>6</u>	<u>5</u>
TOTAL	<u>5</u>	<u>6</u>	<u>7</u>

\* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer, the incumbent union is thus the respondent.



Representation Votes in Certification Applications  
Disposed of by the Board  
January 1, 1961 - March 31, 1961

In the period between January 1, 1961, and March 31, 1961, the Board disposed of 49 applications for certification after the taking of a representation vote. As shown in Table 1 below in 29 of these applications post-hearing votes were held and in 20 of these applications pre-hearing votes were held.

Table 1

Representation Votes in Applications for Certification  
Determined by Board  
January 1, 1961 - March 31, 1961

Type of Representation Vote	Granted	Dismissed
Pre - hearing Vote	14	6
Post - hearing Vote	17	12
	<u>31</u>	<u>18</u>

The applicant union in the above applications is shown in Table 2.



Table 2

Applicant Union in Representation Votes  
in Application for Certification  
Determined by Board

<u>Applicant</u>	<u>No. of Rep. Votes</u>
Air Terminal Ground Transport Employees Association	1
Amalgamated Association of Street, Electric Railway and Motor Coach Employees of America	2
Amalgamated Lithographers of America	1
American Federation of Grain Millers	1
Canadian Union of Operating Engineers	17
Independent Union of Watercraft	1
International Association of Machinists	1
International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America	5
International Hod Carriers, Building & Common Laborers' Union of America	2
International Union of Operating Engineers	6
International Union, United Automobile, Aircraft and Agricultural Implement Workers of America	2
International Woodworkers of America	2
National Association of Broadcast Employees and Technicians	1
National Union of Public Employees	1
Northern Electric Office Employees Association	1
Retail, Wholesale and Department Store Union	2



United Brotherhood of Carpenters and Joiners of America	1
United Cement Lime and Gypsum Workers' International Union	1
United Packinghouse Workers of America	1
United Rubber, Cork Linoleum and Plastic Workers of America	1
	<hr/>
TOTAL	50* <hr/>

\* in one application the intervener also sought certification for a group of employees not represented by any other trade union.

#### Choice Offered in Representation Votes

Where one trade union applies for certification as bargaining agent for employees who are not at the time represented by another trade union and a representation vote is directed by the Board, the ballot offers the voters a choice between the applicant union and no union. Such a ballot is commonly referred to as a "Yes-No" ballot. Where there is a contest between two trade unions, both of whom seek certification for all or some of the same group of employees, and the employees are not at the time represented by any other trade union, the employees will be offered a choice between the two trade unions seeking certification. Such a ballot is commonly referred to as a "Two-Way" ballot. Where a trade union seeks to displace an incumbent union, i.e., the union which is at the time the recognized bargaining agent for the employees, the employees will be offered a choice between the applicant union and the incumbent union. The applicant trade union in each of the three categories set out above and the intervener in the second category, of course, have to satisfy the minimum requirements of section 7, subsection 2, of The Labour Relations Act, as a condition precedent to a representation vote being directed by the Board. Table 3 shows the Boards' disposition of the applications following the taking of the vote.





Table 3

Representation Votes by Choice Offered Voters

Jan. 1, 1961 - March 31, 1961

Nature of Choice	<u>Pre-hearing Vote</u>		<u>Post-hearing Vote</u>	
	Granted	Dismissed	Granted	Dismissed
(a) Between a Union and no Union	5	1	8	11
(b) Between two Unions both seeking cer- tification	-	-	1	-
(c) Between appli- cant Union and incumbent Union	9	5	8	1
TOTAL	14	6	17	12



# MONTHLY REPORT

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JULY 1961

## ONTARIO LABOUR RELATIONS BOARD

SCHOOL OF BUSINESS  
UNIVERSITY OF TORONTO  
33 ST. GEORGE STREET  
TORONTO 5, ONT.



MONTHLY REPORT OF THE ONTARIO LABOUR RELATIONS BOARD

FOR THE MONTH OF JULY, 1961





# PART I

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APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS  
BOARD DURING JULY 1961

Bargaining Agents Certified During July

No Vote Conducted

506-60-R: International Woodworkers of America (Applicant) v. Guelph Paper Box Company Limited (Respondent).

Unit: "all employees of the respondent at Guelph, save and except foremen, persons above the rank of foreman, and office staff." (31 employees in the unit)  
(Unit agreed to by the parties)

671-60-R: Draftsmen's Association of Ontario, Local 164 American Federation of Technical Engineers (Applicant) v. Canadian General Electric Company Limited (Designing and Drafting Unit of the Electronic Equipment and Tube Department at its Royce Works) (Respondent).

Unit: "all draftsmen and their apprentices in the employ of the respondent in its Designing and Drafting Unit of the Electronic Equipment and Tube Department at its Royce Works, save and except drafting supervisors and persons above the rank of drafting supervisor." (22 employees in the unit)

The Board endorsed the Record in part as follows:

"For the purposes of clarity, the Board declares that tracers and detailers are included in the bargaining unit.

On the basis of the evidence before it and in view of the special circumstances of this case, the Board declares that persons classisfied by the respondent as illustrators are included in the bargaining unit."

937-61-R: International Hod Carriers' Building & Common Labourers' Union of America, Local No. 1059 (Applicant) v. Marel Plastering Contractors (Respondent) v. Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 159 (Intervener).

Unit: "all plasterers' helpers employed by the respondent on the apartment building project located at 1201 Richmond Street, London, Ontario, save and except non-working foremen and persons above the rank of non-working foreman."  
(17 employees in the unit)

(SEE INDEXED ENDORSEMENT PAGE 132)



1168-61-R: Office Employees International Union, Local 343  
(Applicant) v. Civil Service Association of Ontario (Toronto)  
(Respondent).

Unit: "all employees of the respondent at Toronto save and except the executive secretary, office manager and the liaison officer." (12 employees in the unit)

The Board endorsed the Record in part as follows:

"For the purposes of clarity, the Board declares that the bargaining unit includes the organizer and research officer."

1193-61-R: Hotel Motel and Restaurant Employees Union Local #899 (Applicant) and Hector Currier and Anita Currier carrying on business under the name and style of 'Benoits' Restaurant (Respondent).

Unit: "all employees of the respondent at Cornwall, save and except manager, persons above the rank of manager, office staff and persons employed for not more than twenty-four hours per week." (7 employees in the unit)

1273-61-R: Fuel, Bus, Limousine, Petroleum Drivers and Allied Employees Local Union No. 352 (Applicant) v. Howard Furnace Limited (Respondent) v. Sheet Metal Workers' Int. Assoc. Local Union #233 (Intervener).

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, engineering staff, office staff and sales staff." (85 employees in the unit)

On June 21, 1961, the Board endorsed the Record as follows:

"Having regard to the complexity of the issues involved with respect to the composition of the bargaining unit the Board finds that this is not an appropriate case in which a pre-hearing vote should be directed. Therefore the Board denies the applicant's request for a pre-hearing representation vote and directs the Registrar to fix a new terminal date for the application in accordance with section 2 of the Board's Rules of Procedure and to effect the services provided for in section 5 of those Rules."

1323-61-R: Christian Trade Unions of Canada (Applicant) v. Guardian Publishing Company Limited (Hamilton) (Respondent).

Unit: "all employees of the respondent at Hamilton, save and except foremen, persons above the rank of foreman, office and sales staff, and persons regularly employed for not more than 24 hours per week." (9 employees in the unit)





1378-61-R: International Union of United Brewery, Flour, Cereal Soft Drink & Distillery Workers of America, AFL-CIO-CLC (Applicant) v. John R. Baird carrying on business under the firm name and style of Baird's Moving and Cartage (Respondent).

Unit: "all employees of the respondent at Kitchener, save and except manager, persons above the rank of manager and office staff." (6 employees in the unit)

1388-61-R: International Union of Electrical, Radio and Machine Workers' IUE-AFL-CIO-CLC (Applicant) v. Beck Electric Manufacturing Company Limited (Toronto) (Respondent).

Unit: "all employees of the respondent at Toronto, save and except foremen, foreladies, persons above the ranks of foreman or forelady and office and sales staff." (47 employees in the unit)

1403-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 527 (A.F.L. - C.I.O.) (C.L.C.) (Applicant) v. A. Marfoggia and Sons Limited (Respondent).

Unit: "all construction labourers employed by the respondent at its Springfield Road and Rideau Terrace apartment building project at Eastview, save and except non-working foremen and persons above the rank of non-working foreman." (6 employees in the unit)

1413-61-R: District 50, United Mine Workers of America (Applicant) v. R. R. MacKinnon Manufacturing Limited (Respondent).

Unit: "all employees of the respondent at Dundas, save and except foremen, persons above the rank of foreman, and office and sales staff." (12 employees in the unit)  
(Unit agreed to by the parties)

1414-61-R: International Association of Bridge, Structural and Ornamental Iron Workers, Local 765 (Applicant) v. J. G. Fitzpatrick Limited (Respondent).

Unit: "all reinforcing rodmen employed on the North Channel Bridge project of the respondent at Cornwall, who place and tie all iron, steel, metal and wire mesh used in reinforced concrete construction, save and except non-working foremen and persons above the rank of non-working foremen." (9 employees in the unit)

1415-61-R: Bricklayers', Masons' and Plasterers' International Union of America (Applicant) v. Anglin-Norcross Ontario Limited (Respondent).





Unit: "all bricklayers and bricklayers' apprentices in the employ of the respondent at its Goderich Hospital project at Goderich, save and except non-working foremen and persons above the rank of non-working foremen."  
(10 employees in the unit)

1450-61-R: Draftsmen's Association of Ontario Local 164, American Federation of Technical Engineers A.F.L. - C.I.O. (Applicant) v. John Inglis Co. Limited (Respondent). v. The Association of Engineering Draftsmen and Technical Associates (Intervener).

Unit: "all draftsmen, apprentice draftsmen and tracers in its English Electric Division at Metropolitan Toronto, save and except section supervisors and persons above the rank of section supervisor." (40 employees in the unit)

The Board endorsed the Record as follows:

"The applicant has applied for certification as bargaining agent for a group of draftsmen in the employ of the respondent at Scarborough, comprising thirty-two draftsmen in its English Electric Division and thirty-three draftsmen in its General Engineering Division. The intervener is the incumbent bargaining agent for a group of draftsmen of the respondent comprising three draftsmen in its Consumer's Products Division and six draftsmen in its General Engineering Division at Strachan Avenue, Toronto, and the said thirty-three draftsmen in its General Engineering Division at Scarborough.

The applicant has as its members all the draftsmen in the English Electric Division and seven of the draftsmen in the General Engineering Division in Scarborough, and there is no evidence of membership in the applicant of the draftsmen in the Consumer's Products Division or the General Engineering Division at Strachan Avenue, Toronto. Having regard to the decision of the Board in the Barnett McQueen Case (1959) C.C.H. Canadian Labour Law Reporter. Transfer Binder 1955-59 ¶16139, the applicant must have membership in excess of forty-five per cent in the group of employees represented by the intervener to be entitled to a representation vote among such employees. In this case, the applicant has failed to satisfy the Board that it has not less than forty-five per cent of the employees of the respondent as members of the applicant in the group represented by the intervener, and in fact it has less than forty-five per cent of the employees of the respondent as members of the applicant in the group represented by the intervener in the General Engineering Division at Scarborough.



In the circumstances of this case the Board further finds that all draftsmen, apprentice draftsmen and tracers in its English Electric Division at Metropolitan Toronto, save and except section supervisors and persons above the rank of section supervisor constitute a unit of employees of the respondent appropriate for collective bargaining.

A certificate will issue to the applicant."

Board Member D. B. Archer said:

"I agree with the final decision of the majority but for different reasons. The respondent has a number of divisions. In this case the English Electric Division moved from St. Catharines to Scarborough where the General Engineering Division already had a plant. The applicant had a collective bargaining relationship with the English Electric Division at St. Catharines. The intervener had a collective bargaining relationship with the General Engineering Division in both Scarborough and the Strachan Avenue plants. The applicant has applied for certification as bargaining agent for all draftsmen of the respondent at Scarborough.

In my opinion there are at least two appropriate bargaining units, one for the General Engineering Division and one for the English Electric Division. This separateness of bargaining units has been established by a long history of bargaining. Since the applicant has only a majority in the English Electric Division I would certify him for that Division. It has not the requisite forty-five per cent membership in any other unit and should be dismissed with respect to the General Engineering Division.

The Barnett McQueen decision, in my opinion, does not apply. If the company by moving its English Electric Division to Scarborough has created one bargaining unit of draftsmen at Scarborough then both the applicant and the intervener have the necessary forty-five per cent membership in such bargaining unit and a representation vote should be ordered."

1451-61-R: International Union of Operating Engineers  
(Applicant) v. Gartshore Construction Company Limited (Sault  
Ste. Marie) (Respondent).

Unit: "all employees of the respondent employed at or working out of Sault Ste. Marie, save and except carpenters, carpenters' apprentices, office staff, non-working foremen and persons above the rank of non-working foreman." (2 employees in the unit)



1470-61-R: Local 2307 United Brotherhood of Carpenters and Joiners of America (Applicant) v. J. G. Fitzpatrick Limited (Respondent).

Unit: "all carpenters and carpenters apprentices in the employ of the respondent on the North Channel Bridge project at Cornwall, save and except non-working foremen and persons above the rank of non-working foreman." (15 employees in the unit).

1478-61-R: Hotel and Restaurant Employees and Bartenders International Union, Local 412 (Applicant) v. Central Public House Limited (Respondent).

Unit: "all employees of the respondent at its Central Public House at Sault Ste. Marie, save and except manager, persons above the rank of manager and persons employed for not more than twenty-four hours per week." (5 employees in the unit)

1480-61-R: Hotel and Restaurant Employees and Bartenders International Union, Local 412 (Applicant) v. Canada Catering Company Limited. (Algoma Steel Corporation Limited at Sault Ste. Marie) (Respondent).

Unit: "all employees of the respondent at the steel plant of the Algoma Steel Corporation Limited at Sault Ste. Marie, save and except assistant managers, persons above the rank of assistant manager and office staff." (7 employees in the unit)

1482-61-R: Shopmen's Local Union #757 of the International Association of Bridge, Structural and Ornamental Iron Workers affiliated with the A.F.L.-C.I.O.-C.L.C. (Applicant) v. Gross Ornamental Iron Limited (Metropolitan Toronto) (Respondent).

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, office staff and persons engaged in field erection work." (8 employees in the unit)

1483-61-R: Local 721 of The International Association of Bridge, Structural & Ornamental Iron Workers (Applicant) v. Gross Ornamental Iron Limited (Metropolitan Toronto) (Respondent).

Unit: "all employees of the respondent employed at and working out of Metropolitan Toronto engaged in field erection work, save and except non-working foremen, persons above the rank of non-working foreman, and shopmen who are required from time to time to engage in field erection work." (8 employees in the unit)





1491-61-R: International Hod Carriers', Building and Common Labourers' Union of America, Local 527 (Applicant) v. A. Cayer & Frere Limitee (Respondent).

Unit: "all construction labourers of the respondent employed at or working out of Ottawa, save and except non-working foremen and persons above the rank of non-working foreman."  
(2 employees in the unit)

1493-61-R: Northern Electric Employee Association (Applicant) v. Northern Electric Company Limited (Respondent) v. Local 944, The International Union of Operating Engineers (Intervener).

Unit: "all employees of the respondent at its communications equipment division, London Works, in the County of Middlesex, save and except section chiefs, persons above the rank of section chief, registered nurses, office staff, stationary engineers and persons primarily engaged as their helpers in the boiler room and security guards."  
(832 employees in the unit)

1507-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Metro Cartage (Respondent).

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman, and office staff." (11 employees in the unit)

1509-61-R: Printing Specialties and Paper Products Union, Local 540 (Applicant) v. The Reid Press Limited (Respondent) v. Hamilton Typographical Union, No. 129 (Intervener).

Unit: "all cutting machine operators employed by the respondent in its bindery department at Hamilton, save and except foremen and persons above the rank of foreman." (4 employees in the unit)  
(Having regard to the submissions and the agreement of the parties and to the special circumstances of this case)

1511-61-R: National Union of Public Service Employees (Applicant) v. Corporation of the Township of Korah (Respondent).

Unit: "all employees of the respondent in its works department at the Township of Korah, save and except foremen, persons above the rank of foreman and office staff."  
(17 employees in the unit)

1512-61-R: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Local 990 (Applicant) v. Dalewood Transport Limited (Respondent).



Unit: "all employees of the respondent employed at and working out of Port Arthur, save and except foremen, dispatchers, persons above the ranks of foreman and dispatcher, and office staff." (7 employees in the unit)

1525-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Harry Wilfred Carnegie, of the Township of Sandwich West, carrying on business under the firm name and style of Suburban Trucking (Respondent).

Unit: "all employees of the respondent in the Township of Sandwich West, save and except foremen, persons above the rank of foreman and office staff." (7 employees in the unit)

1529-61-R: United Steelworkers of America (Applicant) v. Belwood Appliance Company Limited (Respondent).

Unit: "all employees of the respondent at its plant at Fergus, save and except foremen, persons above the rank of foreman and office staff." (43 employees in the unit)

1545-61-R: United Textile Workers of America Local 247 (Applicant) v. Lees Hamilton Limited (Respondent).

Unit: "all employees of the respondent at its plant in Hamilton, save and except foremen, persons above the rank of foreman and office staff." (24 employees in the unit)

1551-61-R: International Hod Carriers' Building and Common Labourers' Union of America, Local #597 (Applicant) v. Anglin-Norcross Ontario Ltd. (Respondent).

Unit: "all construction labourers employed by the respondent at its Sisters of St. Joseph's Hospital project at Peterborough save and except non-working foremen, and persons above the rank of non-working foreman." (12 employees in the unit)

1552-61-R: Operative Plasterers and Cement Masons' International Association of the United States and Canada Local 124 (Applicant) v. A. Marfaglia & Sons Ltd. (Respondent).

Unit: "all plasterers and plasterers apprentices employed by the respondent at its Rideau Terrace and Spring Field Road and its Lisgar and O'Connor Streets apartment projects in Ottawa, save and except non-working foremen and persons above the rank of non-working foreman." (8 employees in the unit)



1554-61-R: Hotel and Restaurant Employees and Bartenders International Union, Local 412 (Applicant) v. Nicolet House Ltd. (Respondent).

Unit: "all employees of the respondent at its Nicolet House at Sault Ste. Marie, save and except manager, persons above the rank of manager and persons regularly employed for not more than 24 hours per week." (5 employees in the unit)

1577-61-R: International Woodworkers of America (Applicant) v. Federal Packaging and Partition Company Limited (Ajax plant) (Respondent).

Unit: "all employees of the respondent at its plant at Ajax, save and except foremen, persons above the rank of foreman, and office staff." (39 employees in the unit)

1581-61-R: Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local Union 847, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Hans Bothmer Storage Company Limited (at its Body Shop operations at Underwriters Road, Scarborough) (Respondent).

Unit: "all employees of the respondent at its Body Shop operations at Underwriters Road, Scarborough, save and except foremen, persons above the rank of foreman and office staff." (6 employees in the unit)

1585-61-R: International Union of Operating Engineers (Applicant) v. Sirie Construction Company Limited (Respondent).

Unit: "all employees of the respondent employed at or working out of Sault Ste. Marie, save and except foremen, persons above the rank of foreman and office staff." (8 employees in the unit)

1588-61-R: Christian Trade Unions of Canada (Applicant) v. Charles Harris & Sons Ltd. (Respondent).

Unit: "all employees of the respondent employed at or working out of its Bridgeview Survey, Hamilton, save and except foremen, persons above the rank of foreman, and office and sales staff." (21 employees in the unit)

1597-61-R: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Metro Cartage (Respondent)

Unit: "all employees of the respondent at Metropolitan Toronto, save and except foremen, persons above the rank of foreman and office staff." (11 employees in the unit)





1599-61-R: Building Service Employees' International Union,  
Local 268 (Applicant) v. Atikokan General Hospital (Respondent).

Unit: "all employees of the respondent at its Hospital at Atikokan, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, chief engineer, stationary engineers, office staff, persons regularly employed for not more than 24 hours per week, and students hired for the school vacation period." (12 employees in the unit)

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the term technical personnel comprises physiotherapists, occupational therapists, psychologists, electro-encephalographists, electrical shock therapists, laboratory radiological, pathological and cardiological technicians."

1610-61-R: International Hod Carriers' Building and Common Laborers' Union of America, Local 607 (Applicant) v. B. & B. Stone Ltd. (Respondent).

Unit: "all employees of the respondent at its plant at 578 South Syndicate Avenue, Fort William, save and except foremen, persons above the rank of foreman, and office and sales staff." (10 employees in the unit)

1622-61-R: Upholsterers' International Union of North America (Applicant) v. Farquharson-Gifford Limited (Respondent).

Unit: "all employees of the respondent at Stratford, save and except foremen, persons above the rank of foreman and office staff." (39 employees in the unit)

The Board endorsed the Record as follows:

"In view of the circumstances which led up to the preparation of the document submitted to the Board as indicative of opposition by some of the employees of the respondent to the application of the applicant, the Board is not prepared to hold that the document weakens the evidence of membership submitted by the applicant so as to make it necessary for the Board to seek the confirmatory evidence of a representation vote in this case."





1631-61-R: Building Service Employees' Union, Local 210, A.F. of L.-C.I.O., C.L.C. (Applicant) v. Neil T. Campbell, carrying on business under the firm name and style of A-1 Window Cleaners (Respondent).

Unit: "all employees of the respondent at Windsor, save and except foremen and persons above the rank of foreman."  
(3 employees in the unit)

1649-61-R: Local Union No. 636, International Brotherhood of Electrical Workers, (AFL-CIO-CLC) (Applicant) v. Public Utilities Commission, Township of Scarborough (Respondent).

Unit: "all employees of the respondent at its garages in Scarborough Township, engaged in the servicing and maintenance of motor vehicles, save and except foremen, persons above the rank of foreman, clerical staff and persons regularly employed for not more than 24 hours per week." (4 employees in the unit)

1658-61-R: The United Brotherhood of Carpenters and Joiners of America (Applicant) v. Norcanda Engineering Company Limited (Project located at its Dominion Magnesium Project in Ross Township) (Respondent).

Unit: "all carpenters and carpenters' apprentices in the employ of the respondent at its Dominion Magnesium Project in Ross Township." (14 employees in the unit)

1667-61-R: International Brotherhood of Bookbinders, Local #185 (Applicant) v. The Brown Brothers Limited (Metropolitan Toronto) (Respondent).

Unit: "all employees of the respondent in Metropolitan Toronto, save and except foremen, foreladies, persons above the ranks of foreman and forelady, security guards, office and sales staff, and persons covered by subsisting collective agreements."  
(40 employees in the unit)

Certified Subsequent to Pre-hearing Vote

676-60-R: The Canadian Union of Operating Engineers (Applicant) v. Harding Carpets Limited (Guelph) (Respondent).

Unit: "all stationary engineers in the employ of the respondent at Guelph, save and except the chief engineer and persons above the rank of chief engineer." (4 employees in the unit)

Number of names on eligibility list  
Number of ballots cast  
Number of ballots marked in  
favour of applicant

4  
4  
3



Number of ballots marked in favour  
of National Union of Operating Engineers  
of Canada, U.C.W., United Mine Workers  
of America, Local 851.

0

Ballots segregated not counted

1

1148-61-R: Building Service Employees' International Union,  
Local 204 (Applicant) v. St. Joseph's Hospital (Respondent) v.  
International Union of Operating Engineers, Local 700  
(Intervener).

Unit: "all lay employees of the respondent at its hospital  
at Brantford, save and except professional medical staff,  
graduate nursing staff, undergraduate nurses, graduate pharm-  
acists, undergraduate pharmacists, graduate dietitians, student  
dietitians, technical personnel, supervisors, foremen, persons  
above the rank of supervisor or foreman, chief engineer,  
stationary engineers, office staff, persons regularly employed  
for not more than 24 hours per week, and students hired for the  
school vacation period." (181 employees in the unit).

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board  
declares that the term technical personnel comprises  
physiotherapists, occupational therapists, psycho-  
logists, electro-encephalographists, electrical  
shock therapists, laboratory, radiological, patho-  
logical and cardiological technicians."

Number of names on revised  
eligibility list

149

Number of ballots cast

166

Number of spoiled ballots

1

Number of ballots segregated  
(not counted)

35

Number of ballots marked in  
favour of applicant

75

Number of ballots marked as  
opposed to applicant

55

1153-61-R: The Canadian Union of Operating Engineers (Applicant  
v. The Toronto Western Hospital (Respondent) v. International  
Union of Operating Engineers Local 796 (Intervener).

Unit: "all stationary engineers in the employ of the  
respondent at Toronto, save and except the assistant chief  
engineer and persons above the rank of assistant chief engineer."  
(13 employees in the unit)



Number of names on revised eligibility list		12
Number of ballots cast	12	
Number of ballots marked in favour of applicant	10	
Number of ballots marked in favour of intervener	2	

1195-61-R: The Canadian Union of Operating Engineers (Applicant) v. Chrysler Corporation of Canada, Limited (Respondent) v. Local 944, International Union of Operating Engineers (Intervener).

Unit: "all licensed engineers, firemen and labourers employed by the respondent in its power plants at Windsor, save and except the chief engineers and persons above the rank of chief engineer." (29 employees in the unit)

Number of names on revised eligibility list		29
Number of ballots cast	29	
Number of ballots marked in favour of applicant	21	
Number of ballots marked in favour of intervener	8	

1292-61-R: Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees Local Union No. 647, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Canada Bread Company Limited. (Respondent).

Unit: "all driver salesmen of the respondent at Dale, save and except supervisors, persons above the rank of supervisor, office staff, students hired for the school vacation period and persons regularly employed for not more than 24 hours per week." (2 employees in the unit)

Number of names on revised eligibility list		2
Number of ballots cast	2	
Number of ballots marked in favour of applicant	2	
Number of ballots marked as opposed to applicant	0	

1381-61-R: Oil, Chemical and Atomic Workers International Union (Applicant) v. Cities Services Refining (Canada) Limited (Respondent) v. International Union of Operating Engineers, Local 700 (Intervener) v. Cities Service Refinery Employees' Association (Intervener).





Unit: "all employees of the respondent in its Trafalgar Refinery in the Township of Trafalgar, save and except shift foremen; supervisors; persons above the rank of shift foreman or supervisor; office and clerical staff; mechanical technicians; professional engineers; plant protection employees; laboratory employees other than laboratory technicians, testers and samplers; students hired for the school vacation period and university students employed in the training programmes; stationary engineers and persons primarily engaged as their helpers and the chief engineer employed in the power house." (70 employees in the unit)

Number of names on revised eligibility list		55
Number of ballots cast		55
Number of spoiled ballots	1	
Number of ballots marked in favour of applicant	33	
Number of ballots marked in favour of intervener, Cities Service Refinery Employees' Association	21	

1383-61-R: The Canadian Union of Operating Engineers (Applicant v. The Robert Simpson Company Limited (Respondent) v. International Union of Operating Engineers Local 796 (Intervener).

Unit: "all licensed stationary engineers and power plant operators of the respondent at its plants at Toronto, save and except the chief engineers." (19 employees in the unit)

Number of names on eligibility list		19
Number of ballots cast		19
Number of ballots marked in favour of applicant	12	
Number of ballots marked in favour of intervener	7	

1534-61-R: Canadian Union of Operating Engineers (Applicant) v. Avro Aircraft Limited (Respondent) v. National Union of Operating Engineers of Canada, District 50, U.M.W.A., Local 14922 (Intervener).

Unit: "all certified operating engineers and their uncertified helpers employed by the respondent at its plants at Malton in the operation of power plants including stationary steam engines, boilers, refrigeration units, compressors, steam turbines, air conditioning units, diesels, and similar equipment, save and except the chief engineers and assistant chief engineers." (16 employees in the unit)  
(Having regard to the special circumstances of this case)



Number of names on revised eligibility list		11
Number of ballots cast	11	
Number of ballots marked in favour of applicant	10	
Number of ballots marked in favour of intervener	1	

Certified Subsequent to Post-hearing Vote

591-61-R: International Union of Mine, Mill and Smelter Workers (Applicant) v. Rix-Athabasca Uranium Mines Limited (United Cobalt operations, Cobalt area) (Respondent) v. United Steelworkers of America (Intervener).

Unit: "all employees of the respondent at its United Cobalt operations in the Cobalt area, save and except foremen and shift bosses and persons above the rank of foreman and shift boss, office staff and students employed for the school vacation period." (13 employees in the unit)

(SEE INDEXED ENDORSEMENTS PAGE 127)

Number of names on revised eligibility list		4
Number of balltots cast	4	
Number of ballots marked in favour of applicant	2	
Number of ballots marked in favour of intervener	1	
Number of ballots segregated (not counted)	1	

675-60-R: United Textile Workers of America (Applicant) v. Brown Shoe Company of Canada, (1960) Ltd. (Respondent) v. Perth Shoe Employees Benefit Association (Intervener).

Unit: "all employees of the respondent at Perth, save and except assistant foremen, fitting floor ladies, persons above the rank of assistant foreman and fitting floor lady, persons regularly employed for not more than 24 hours per week and office and sales staff." (209 employees in the unit)

On May 29, 1961, the Board endorsed the Record in part as follows:

"The corporate name of the respondent was changed from "Perth Shoe Company, Limited" to "Brown Shoe Company of Canada, (1960) Ltd." by supplementary letters patent dated May 3rd, 1960. As a change in a corporate name does not affect the rights or obligations of a company, the Board further finds that the intervener is the bargaining agent of the employees of the respondent in the bargaining unit defined in the collective agreement between Perth Shoe Company Limited and the intervener, effective March 2, 1959."



Number of names on revised eligibility list		209
Number of ballots cast	207	
Number of ballots segregated (not counted)	8	
Number of ballots marked in favour of applicant	173	
Number of ballots marked in favour of intervener	26	

1132-61-R: International Chemical Workers Union A.F. of L. C.I.O. C.L.C. (Applicant) v. Maple Leaf Mills Limited (Respondent).

Unit: "all employees of the Toronto Elevators Division of the respondent at its Prescott plant in the Township of Edwardsburg, save and except foremen, persons above the rank of foreman and office and sales staff.  
(12 employees in the unit)

Number of names on eligibility list		12
Number of ballots cast	12	
Number of spoiled ballots	1	
Number of ballots marked in favour of applicant	7	
Number of ballots marked as opposed to applicant	4	

1174-61-R: Oil, Chemical and Atomic Workers International Union (Applicant) v. Cities Service Oil Co. Ltd. (Respondent) v. International Union of Operating Engineers, Local 700 (Intervener).

Unit: "all employees of the respondent employed at and working out of its Trafalgar Marketing Terminal at the Township of Trafalgar, save and except dispatchers, office employees, loaders, driver trainers, foremen and persons above the rank of foreman." (59 employees in the unit)

Number of names on revised eligibility list		48
Number of ballots cast	48	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	38	
Number of ballots marked in favour of Cities Service Tank Truck Drivers' Association - Bronte Council	10	





Applications for Certification Dismissed no Vote conducted

371-60-R: Lindsay Antenna Employees Association, 54 Cambridge St. N. Lindsay, Ont. (Applicant) v. Lindsay Antenna & Specialty Products Ltd. (Respondent).

Unit: "all employees of the respondent employed at Lindsay save and except foremen, persons above the rank of foreman and office staff." (51 employees in the unit)

(SEE INDEXED ENDORSEMENTS PAGE 125)

832-60-R: International Brotherhood of Electrical Workers AFL-CIO-CLC (Applicant) v. Public Utilities of Galt (Electric Department) (Respondent). (29 employees)

1221-61-R: The Canadian Union of Operating Engineers (Applicant) v. Borden Company Limited (Belmont) (Respondent). (4 employees)

The Board endorsed the Record as follows:

"The applicant has requested that a pre-hearing representation vote be taken in this matter.

Having regard to the decision of this Board dated April 25th, 1961, in the matter of Canadian Union of Operating Engineers; Borden Company Limited; and International Union of Operating Engineers, Local 944 (File No. 557-60-R), the instant matter was listed for hearing to afford the applicant an opportunity to establish the timeliness of its application.

Having regard to all the evidence before it, the Board finds that the material facts relating to the timeliness of this proceeding have not changed since its decision of April 25th, 1961.

Conciliation services having been granted on May 9th, 1960, to International Union of Operating Engineers, Local 944 in respect of the employees of the respondent affected by this application, we find that the instant application is untimely under section 46 (2) (b) (ii) and (iii) of The Labour Relations Act in that, although twelve months have elapsed from the date of the granted of the aforesaid request for conciliation services, nevertheless the conciliation process has not been completed as no conciliation board has been appointed and the Minister has not informed the parties that he does not deem it advisable to appoint a conciliation board as required be sub-clauses (ii) and (iii) of section 46 (2) (b) which are the 'later' dates provided for in that section.





In this respect reference may be had to the Board's decision dated May 16th, 1961 in the Lewis Bakeries Limited Case, File No. 794-60-R.

The application is accordingly dismissed."

1250-61-R: Canadian Oil Company Employees' Association (Applicant) v. Canadian Oil Companies Limited (Bulk Plant, Hamilton) (Respondent). (28 employees)

The Board endorsed the Record as follows:

"The applicant having failed to establish its status as a trade union within the meaning of The Labour Relations Act at the hearing of this matter, this application is therefore dismissed."

1518-61-R: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Ontario Store Fixture Co. Limited (Respondent). (66 employees)

1580-61-R: Brockville Chemicals Employees Association (Applicant) v. Brockville Chemicals Limited (Respondent) v. International Chemical Workers Union (Intervener) v. United Brotherhood of Carpenters and Joiners of America (Intervener). (116 employees)

(SEE INDEXED ENDORSEMENT PAGE 134)

1586-61-R: London and District Building Service Workers Union, Local 220, B.S.E.I.U., A.F. of L. - C.I.O. - C.L.C. (Applicant) v. St. Joseph's Hospital (Respondent).

Voting Constituency: "All employees of St. Joseph's Hospital, 290 Russell Street, North, Sarnia, Ontario, save and except professional medical staff, graduate nursing staff, under-graduate nurses, graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, engineers, persons regularly employed for not more than 24 hours per week, and persons employed for the school vacation periods." (287 employees)

1618-61-R: United Electrical, Radio and Machine Workers of America (UE) (Applicant) v. Welland Parks Board (Respondent). (15 employees)

The Board endorsed the Record as follows:



"The Board finds that the respondent is a municipality as defined in the Department of Municipal Affairs Act and that it has declared under section 89 of The Labour Relations Act that that Act shall not apply to it in its relations with its employees or any of them. In view of the action of the respondent in making such a declaration, the Board has no jurisdiction to process this application further, and the proceeding is accordingly terminated."

1626-61-R: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Ontario Store Fixture Co. Limited (Respondent).

Unit: "all employees of the respondent at its plant in the Township of Etobicoke, save and except foremen, persons above the rank of foreman and office and sales staff."  
(67 employees in the unit)

The Board endorsed the Record as follows:

"For the purposes of clarity, the Board declares that the plant employees engaged in installation within Metropolitan Toronto are included in the bargaining unit."

1629-61-R: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Trend Flooring & Supplies Limited (Respondent).

Unit: "all employees of the respondent employed at and working out of its plant at Scarborough, save and except foremen, persons above the rank of foreman and office staff."  
(69 employees in the unit)

1632-61-R: National Union of Public Employees (Applicant) v. The Board of Commissioners of Police of the City of London (Respondent). (13 employees)

(SEE INDEXED ENDORSEMENT PAGE 135)

Certification Dismissed subsequent to Pre-hearing Vote

1384-61-R: The Canadian Union of Operating Engineers (Applicant) v. Simpsons-Sears Limited (Respondent) v. International Union of Operating Engineers Local 796 (Intervener).

Voting Constituency: "all licensed stationary engineers and power plant operators employed by the respondent at its premises at 108 Mutual Street, Toronto and at its Kenmore Building in the Township of Etobicoke, save and except the chief engineers." (11 employees in the unit)



Number of names on revised eligibility list		12
Number of ballots cast	12	
Number of ballots segregated (not counted)	1	
Number of ballots marked in favour of applicant	5	
Number of ballots marked in favour of intervener	6	

Certification Dismissed subsequent to Post-hearing Vote

1054-61-R: International Chemical Workers Union (Applicant) v. London Winery Limited (Respondent).

Unit: "all employees of the respondent at its Wharnccliffe Road plant in London, save and except foremen, persons above the rank of foreman, sales and office staff, cafeteria help and persons regularly employed for not more than 24 hours per week." (15 employees in the unit)

Number of names on revised eligibility list		15
Number of ballots cast	15	
Number of ballots marked in favour of applicant	5	
Number of ballots marked as opposed to applicant	10	

1175-61-R: Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Applicant) v. Harold Marcus Limited (Respondent).

Unit: "all employees of the respondent at Bothwell, save and except foremen, persons above the rank of foreman and office staff." (13 employees in the unit)

Number of names on eligibility list		11
Number of ballots cast	11	
Number of ballots marked in favour of applicant	2	
Number of ballots marked as opposed to applicant	9	

1249-61-R: International Union of Operating Engineers, Local 793 (Applicant) v. Ambler-Courtney Limited (Respondent).

Unit: "all employees of the respondent employed at or working out of Cooksville engaged in the operation of shovels, bulldozers and similar equipment and those primarily engaged in the repairing and maintaining of same, save and except non-working foremen and persons above the rank of non-working foreman." (7 employees in the unit)





Number of names on revised eligibility list		5
Number of ballots cast	5	
Number of ballots marked in favour of applicant	1	
Number of ballots marked as opposed to applicant	4	

APPLICATIONS FOR CERTIFICATION WITHDRAWN DURING JULY 1961

1535-61-R: District 50, United Mine Workers of America (Applicant) v. Parkdale Auto Parts & Supplies (401 Parkdale Ave., N., Hamilton and No. 2 yard on No. 20 Highway) (Respondent).

1553-61-R: United Brotherhood of Carpenters and Joiners of America (Applicant) v. Brockville Chemicals Limited ("Maitland Works" located in the Township of Augusta, County of Grenville) (Respondent). (19 employees)

1579-61-R: The United Brotherhood of Carpenters and Joiners of America (Applicant) v. Norcanda (Quebec) Limited. (project located at Dominion Magnesium Ltd. site in Ross Township) (Respondent).

1659-61-R: Hotel and Restaurant Employees Union, Local 743 Affiliated with Hotel and Restaurant Employees & Bartenders I.U., AFL-CIO Canadian Labour Congress & Windsor and District Labour Council (Applicant) v. Colonial Hotel (Windsor) Limited Kenneth Eddie Limited (Respondent).

1669-61-R: Hotel and Restaurant Employees Union, Local 743 Affiliated with: Hotel and Restaurant Employees & Bartenders I.U., AFL-CIO Canadian Labour Congress & Windsor and District Labour Council (Applicant) v. Colonial Hotel (Windsor) Limited (Respondent).

1660-61-R: Hotel and Restaurant Employees Union, Local 743 Affiliated with Hotel and Restaurant Employees & Bartenders I.U., AFL-CIO Canadian Labour Congress & Windsor and District Labour Council (Applicant) v. Colonial Hotel (Windsor) Limited Kenneth Eddie Limited (Respondent).

1668-61-R: Hotel and Restaurant Employees Union, Local 743 Affiliated with: Hotel and Restaurant Employees & Bartenders I.U., AFL-CIO Canadian Labour Congress & Windsor and District Labour Council (Applicant) v. Colonial Hotel (Windsor) Limited (Respondent).



APPLICATION FOR DECLARATION CONCERNING STATUS OF SUCCESSOR  
TRADE UNION DISPOSED OF DURING JULY 1961

1539-61-R: National Union of Public Service Employees  
(Applicant) v. The Corporation of the City of Sarnia  
(Respondent). (Granted)

The Board endorsed the Record in part as follows:

"The Board finds that the applicant is,  
by reason of a transfer of jurisdiction, the  
successor to Local 796, American Federation of  
State County and Municipal Employees A.F. of L."

APPLICATION FOR DECLARATION OF TERMINATION OF COLLECTIVE  
AGREEMENT DISPOSED OF DURING JULY 1961

1609-61-M: Local 28, International Molders' and Foundry  
Workers' Union of North America (Applicant) v. Bryant  
Manufacturing Co., Limited (Toronto) (Respondent).

The Board endorsed the Record as follows:

"The parties having jointly applied for  
an early termination of the collective agreement  
between them pursuant to section 39 (3) of The  
Labour Relations Act, the Board consents to the  
early termination by the parties of the collec-  
tive agreement dated the 31st day of December,  
1959, termination to be effective on the 30th  
day of June, 1961."

APPLICATIONS UNDER SECTION 79 OF THE ACT

1234-61-M: Hotel and Restaurant Employees Union, Local #743  
(Applicant) v. Commodore Hotel (Windsor) (Respondent).

The Board endorsed the Record as follows:

"The Board finds that Yee Chin Eng, Albert Eng,  
Edward Lavoie, John Mathew Porter, Barbara Knoll,  
Jean Kwong and Fred Dobson are employees of the res-  
pondent for the purposes of The Labour Relations Act."

1252-61-M: International Association of Machinists (Applicant)  
v. Plastic Contact Lens Company of Canada Limited (Toronto)  
(Respondent).

The Board endorsed the Record as follows:

"The Board finds that Mr. A. R. Sykes and  
Mr. Frank Tempelmayr are at this time employees  
of the respondent for the purposes of The Labour  
Relations Act."



APPLICATIONS FOR DECLARATION THAT STRIKE UNLAWFUL

1567-61-U: G.M. Gest Limited (Toronto) (Respondent) v. J. Gregg, 112 Kendal Ave., Toronto; James Shipley, 23 Scott Drive, Richvale; K. Boucher, 83 Snowood Court, Downsview; L. Pasha, 3502 Eglinton Ave. W., Toronto; H. Holmes, 5 Valleymede Road, Toronto; A. Peliter, 12 Mangrove Road, Toronto; N. Speranza, 39 Hector Ave., Toronto; A. Tippolito, 30 Afton Avenue, Toronto; P. Perri, 686 Lansdowne Ave., Toronto; G. Forte, 12 Russett Ave., Toronto (Respondents). (Withdrawn)

1568-61-U: G. M. Gest Limited (Toronto) (Applicant) v. International Hod Carriers, Building and Common Labourers' Union, Local 183, (Respondent). (Withdrawn)

1576-61-U: G. M. Gest Limited (Toronto 15) (Applicant) v. R. Macchione, et al (Respondents). (Withdrawn)

1707-61-U: Delta Tile and Terrazzo Co. Ltd. (Hillcrest Convalescent Hospital, 47 Austin Terrace, Toronto) (Applicant) v. Gigi Pilosio, C. Cantauitti and M. Colonello (Respondents). (Withdrawn)

1708-61-U: Delta Tile and Terrazzo Company Limited (Hillcrest Convalescent Hospital, 47 Austin Terrace, Toronto) (Applicant) v. Local 31, Marble Masons, Tile Setters and Terrazzo Workers, affiliated with the Bricklayers, Masons and Plasterers International Union of America (Respondent). (Withdrawn)

APPLICATIONS FOR CONSENT TO PROSECUTE

1291-61-U: Herman Luks (Toronto) (Applicant) v. Local Union No. 1788 of the International Brotherhood of Electrical Workers, and The International Brotherhood of Electrical Workers (Respondent). (Dismissed)

On July 13, 1961, the Board endorsed the Record as follows:

"The applicant having failed to appear and give evidence at the hearing of this application, the application is therefore dismissed."

On July 21, 1961, the Board further endorsed the Record as follows:

"The documents on file with the Board indicate that this matter came on for hearing on July 13, 1961, that the complaint was dismissed by reason of the non-appearance of the complainant on July 13, 1961, that the complainant was advised of the Board's decision by letter dated July 14, 1961 and that subsequently by letter dated July 16, 1961, the complainant requested the Board to reconsider its decision.





The complainant by his letter dated July 8, 1961, suggested that the Board hear this matter on July 13, 1961, and having been served with the Board's Notice of Hearing fixing July 13, 1961 at 9:15 o'clock in the forenoon (E.D.T.) as the date for the hearing of the complaint, failed to notify the Board that he would be unable to attend the hearing on that date and at that time and allowed the respondent to be put to the expense of appearing on that date for the hearing. The complainant further failed to notify the Board of the reasons for his non-attendance at the hearing until his letter of July 16, 1961, was received by the Board.

The Board, therefore, having regard to all the circumstances of this case, does not consider it advisable to reconsider its decision of July 13, 1961."

1445-61-U: Herman Luks (Toronto) (Applicant) v. Local Union No. 1788 of The I.B.E.W., and The International Brotherhood of Electrical Workers (Respondent). (Dismissed)

On July 13, 1961, the Board endorsed the Record as follows:

"The applicant having failed to appear and give evidence at the hearing of this application, the application is therefore dismissed."

On July 21, 1961, the Board further endorsed the Record as follows:

"The documents on file with the Board indicate that this matter came on for hearing on July 13, 1961, that the complainant was dismissed by reason of the non-appearance of the complainant on July 13, 1961, that the complainant was advised of the Board's decision by letter dated July 14, 1961, and that subsequently by letter dated July 16, 1961, the complainant requested the Board to reconsider its decision.

The complainant by his letter dated July 8, 1961, suggested that the Board hear this matter on July 13, 1961, and having been served with the Board's Notice of Hearing fixing July 13, 1961 at 9:15 o'clock in the forenoon (E.D.T.) as the date for the hearing of the complaint, failed to notify the Board that he would be unable to attend the hearing on that date and at that time and allowed the respondent to be put to the expense of appearing on that date for the hearing.





The complainant further failed to notify the Board of the reason for his non-attendance at the hearing until his letter of July 16, 1961, was received by the Board.

The Board, therefore, having regard to all the circumstances of this case, does not consider it advisable to reconsider its decision of July 13, 1961."

1530-61-U: John Hurlburt (Construction Project at 199 Bishop Avenue) (Applicant) v. Pasquale Cannatro (Respondent).  
(Withdrawn)

1531-61-U: John Hurlburt (Construction Project at 199 Bishop Avenue) (Applicant) v. Manlio Franco (Respondent).  
(Withdrawn)

1532-61-U: John Hurlburt (Construction Project at 199 Bishop Avenue) (Applicant) v. Nello Mendizza (Respondent).  
(Withdrawn)

1569-61-U: G. M. Gest Limited (Toronto) (Applicant) v. Mr. N. Chomyshn (Respondent). (Withdrawn)

1628-61-U: Herman Finger Helmut Mueller (Grandview Estates Sub-division) (Applicant) v. Antonio Iacobelli (Respondent).  
(Withdrawn)

1641-61-U: District 50, United Mine Workers of America (Applicant) v. Mr. Ronald D. Taylor (Hamilton) (Respondent).  
(Withdrawn)

1642-61-U: District 50, United Mine Workers of America (Applicant) v. Mr. L. Ginsberg (Hamilton) (Respondent).  
(Withdrawn)

1706-61-U: Delta Tile and Terrazzo Company Limited (Hillcrest Convalescent Hospital, Toronto) (Applicant) v. Local 31, Marble Masons, Tile Setters and Terrazzo Workers, affiliated with the Bricklayers, Masons and Plasterers International Union of America (Respondent) (Withdrawn)

1720-61-U: Lumber and Sawmill Workers' Union Local 2537 of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Mr. Raynald Charette (Respondent) (Withdrawn)

1721-61-U: Lumber and Sawmill Workers' Union Local 2537 of The United Brotherhood of Carpenters & Joiners of America (Applicant) v. Mr. Albert Otis (Westree) (Respondent).  
(Withdrawn)



1722-61-U: Lumber and Sawmill Workers' Union Local 2537 of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Mr. Victorin Charette (Respondent). (Withdrawn)

1723-61-U: Lumber and Sawmill Workers' Union Local 2537 of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Mr. Laurant Pelletier (Respondent). (Withdrawn)

1724-61-U: Lumber and Sawmill Workers' Union Local 2537 of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Mrs. Laurent Pelletier (Respondent). (Withdrawn)

1739-61-U: Lumber and Sawmill Workers' Union Local 2537 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. Sulo Korpela (Sudbury) (Respondent). (Withdrawn)

1740-61-U: Lumber and Sawmill Workers' Union Local 2537 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. Oliver Korpela (Sudbury) (Respondent). (Withdrawn)

1741-61-U: Lumber and Sawmill Workers' Union Local 2537 of the United Brotherhood of Carpenters & Joiners of America (Applicant) v. Wesmak Lumber Co. Ltd. (Sudbury) (Respondent). (Withdrawn)

1742-61-U: Lumber and Sawmill Workers' Union Local 2537 of the United Brotherhood of Carpenters and Joiners of America (Applicant) v. David Landreault (Westree) (Respondent). (Withdrawn)

APPLICATIONS UNDER SECTION 65 (UNFAIR LABOUR PRACTICE)  
DISPOSED OF DURING JULY 1961

787-60-U: United Packinghouse Food & Allied Workers (Complainant) v. Brampton Poultry Limited (Respondent).

861-60-U: Local 24825, Canadian Labour Congress (Complainant) v. Industrial Wire and Cable Limited (Toronto) (Respondent).

1111-61-U: Retail, Wholesale and Department Store Union, AFL: CIO:CLC (Complainant) v. Canteen Services Ltd. (Metropolitan Toronto) (Respondent).

1150-61-U: Lumber and Sawmill Workers Union Local 2537 of The United Brotherhood of Carpenters and Joiners of America (Complainant) v. The Island Lake Lumber Company Ltd. (Respondent).



1303-61-U: Fuel, Bus, Limousine, Petroleum Drivers and Allied Employees Local Union No. 352 (Complainant) v. Howard Furnace and Foundries Limited (Respondent).

1304-61-U: Fuel, Bus, Limousine, Petroleum Drivers and Allied Employees Local Union No. 352 (Complainant) v. Howard Furnace and Foundries Limited (Respondent).

1385-61-U: Fuel, Bus, Limousine, Petroleum Drivers and Allied Employees Local Union No. 352 (Complainant) v. Howard Furnace and Foundries Limited (Respondent).

1411-61-U: Edward Muszynski (Complainant) v. Frank Collantonio (Toronto) (Respondent).

1412-61-U: Edward Muszynski (Applicant) v. Louis Jugloff (Metropolitan Toronto) (Respondent).

1446-61-U: Edward Muszynski (Complainant) v. Alvino Petto (Toronto) (Respondent).

1484-61-U: The General Truck Drivers' Union Local 879 (Complainant) v. F. W. Fearman Company Limited (Respondent).

1538-61-U: Harry Persson, Field Representative (Complainant) v. Mr. Peter Slewadge, Manager, 77 Market St., Sault Ste. Marie, Ont. (Respondent).

1542-61-U: United Brotherhood of Carpenters and Joiners of America Local Union 93 (Complainant) v. Dominic Supports And Forms Limited (Respondent).

1652-61-U: District 50, United Mine Workers of America (Complainant) v. R. R. MacKinnon Manufacturing Limited (Respondent).

1672-61-U: Carpenters Local Union #494 (Complainant) v. Deluca Construction Company (Respondent).

1694-61-U: Ready Mix, Building Supply, Hydro and Construction Drivers, Warehousemen and Helpers, Local Union No. 230, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Complainant) v. Dellelce Trucking (Sudbury) (Respondent).

1704-61-U: International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local 419, Warehousemen and Miscellaneous Drivers (Complainant) v. Local Cartage Company (Respondent).





APPLICATIONS FOR DECLARATION REGARDING FINANCIAL STATUS  
DISPOSED OF DURING JULY 1961

1301-61-M: Herman Luks (Applicant) v. Local Union No. 1788 of the International Brotherhood of Electrical Workers and the International Brotherhood of the Electrical Workers (Respondents)

On July 13, 1961, the Board endorsed the Record as follows:

"The applicant having failed to appear and give evidence at the hearing of this application, the application is therefore dismissed."

On July 21, 1961, the Board further endorsed the Record as follows:

"The documents on file with the Board indicate that this matter came on for hearing on July 13, 1961, that the application was dismissed by reason of the non-appearance of the applicant on July 13, 1961, that the applicant was advised of the Board's decision by letter dated July 14, 1961, and that subsequently by letter dated July 16, 1961 the applicant requested the Board to reconsider its decision.

The applicant by his letter dated July 8, 1961, suggested that the Board hear this matter on July 13, 1961, and having been served with the Board's Notice of Hearing fixing July 13, 1961 at 9:15 o'clock in the forenoon (E.D.T.) as the date for the hearing of the application, failed to notify the Board that he would be unable to attend the hearing on that date and at that time and allowed the respondent to be put to the expense of appearing on that date for the hearing. The applicant further failed to notify the Board of the reason for his non-attendance at the hearing until his letter of July 16, 1961, was received by the Board.

The Board, therefore, having regard to all the circumstances of this case, does not consider it advisable to reconsider its decision of July 13, 1961."

1594-61-M: Daniel J. Carroll (Applicant) v. Lumber and Sawmill Workers Union, Local 2693 (Respondent).

The Board endorsed the Record as follows:

"The complainant having advised the Board by his letter dated July 10, 1961, that he has received a copy of the respondent's financial statement, this proceeding is therefore terminated."



CERTIFICATION INDEXED ENDORSEMENTS

371-60-R: Lindsay Antenna Employees Association (Applicant)  
v. Lindsay Antenna & Specialty Products Ltd. (Respondent).  
(DISMISSED JULY 1961).

The Board endorsed the Record as follows:

"The unit of employees of the respondent proposed by the parties as appropriate for collective bargaining was

All employees of the respondent Company at Lindsay, Ont. save and except the following-

- (a) Those holding the position of Supervisors or higher, including those employed in a confidential capacity and those having the power to hire or fire others.
- (b) Office Employees.
- (c) Students employed for a temporary period.
- (d) Security guards.

All employed at the Mary St. Plant, of the Lindsay Antenna & Specialty Products Ltd., Lindsay, Ont.

Having regard to the representations of the applicant at the hearing, the unit of employees that the Board determines to be appropriate for collective bargaining in this matter is all employees of the respondent employed at Lindsay save and except foremen, persons above the rank of foreman and office staff.

At the hearing the applicant informed the Board that supervisors are below the rank of foreman and would be included in the bargaining unit referred to in paragraph (3). The applicant further informed the Board that, under the respondent's rules, new employees undergo a probationary period of three months.

The applicant's constitution provides in part as follows:

EMPLOYEES.

Shall mean hourly paid employees who work at the Mary St, Lindsay plant, except the following-



- (a) Those holding the position of Supervisors or higher, including those employed in a confidential capacity and those having the power to hire or fire others.
- (b) Office Employees.
- (c) Students employed for a temporary period.
- (d) Security Guards.

With respect to eligibility for membership in the applicant, article 3(1) of the constitution provides as follows:

Eligibility

Membership in the association shall be open to all employees who have been employed with the company for at least 3 months.

The applicant, by its constitution, has created a bar to the admission to membership of (i) supervisors and (ii) employees employed for a period of less than three months. This case falls squarely within the principles set out in the Gaymer & Oultram Case, (1954) CCH Canadian Labour Law Reporter, ¶17,073; C.L.S. 76-429 and the Ottawa Citizen Case, (1954) CCH Canadian Labour Law Reporter, ¶17,076; C.L.S. 76-431. The application is accordingly dismissed.

In view of our finding with respect to eligibility for membership in the applicant, it is unnecessary to determine whether the applicant is a trade union within the meaning of section 1(1) (j) of The Labour Relations Act.

However, since the instant case marks the first appearance of the applicant before the Board, we believe that we should draw the attention of the applicant to a further question that arises concerning its compliance with the Board's standard respecting proof of membership in the association. A representation made on behalf of the applicant at the hearing indicated that applicants for membership were informed regarding the possibility that money paid in respect of initiation fees or monthly dues would be returned to them. The Board is not called upon to make a finding in connection with this aspect of the case but the attention of the applicant is drawn to the Board's decision in the De Laval Case, (1952) CCH Canadian Labour Law Reporter, Transfer Binder ¶17,031, C.L.S. 76-331, where the Board stated as follows:





The Board has stated on many occasions that a payment conditioned on the outcome of an application for certification is not acceptable as evidence of membership in support of that application. Such a payment is not evidence of membership; at best, it is evidence of a willingness to become a member in a certain eventuality.

See also the Parmenter & Bulloch Case, (1952) CCH Canadian Labour Law Reporter, Transfer Binder ¶17,038; C.L.S. 76-347 and the Continental Paper Products Case, (1955) CCH Canadian Labour Law Reporter, Transfer Binder ¶16,012; C.L.S. 76-474."

591-60-R: International Union of Mine, Mill and Smelter Workers (Applicant) v. Rix-Athabasca Uranium Mines Limited (United Cobalt operations, Cobalt area) (Respondent) v. United Steelworkers of America (Intervener). (GRANTED JULY, 1961)

On June 26th, 1961, the Board endorsed the Record as follows:

"In ordering the taking of a representation vote in this case the Board gave its usual direction that all employees of the respondent on February 28th, 1961 "who did not voluntarily terminate their employment or are not discharged for cause between the date hereof (February 28th, 1961) and the time the vote is taken will be eligible to vote". One, T. Finnerty, along with a number of other employees in the bargaining unit, was placed on an indefinite lay-off from the employ of the respondent on March 10th.

Finnerty, who was still on indefinite lay-off when the vote was taken on April 20th, 1961, was permitted to vote and his ballot was segregated and the ballot box sealed pending a decision of the Board as to his eligibility as a voter. At the time of the hearing held for the purpose of determining his eligibility, Finnerty had still not been recalled to the employ of the respondent and the evidence indicated that the respondent had no intention of recalling him. It was not disputed that this lay-off was the result of a reduction in the respondent's operations and there was no evidence to suggest any impropriety on the part of the respondent in laying off, and not recalling Mr. Finnerty to its employ.

Having regard to these circumstances and the long-standing and well-known policy of the Board in cases of this nature, the Board finds that at the time of the vote Finnerty was not an eligible voter.





While, as argued by the applicant, the words "discharged for cause" convey the meaning at common law that the person is discharged because of some misconduct on his part, the consistent practice of the Board since it has adopted these words in its endorsement clearly manifests that the Board intended a more extended meaning than is ascribed to them by the parlance of the common law. For obvious reasons the Board in its endorsement has carefully avoided a rigid and all-embracing description of the criteria of eligibility."

407-60-R: Canadian Textile Council (Applicant) v. Harding Carpets Limited (Carpet Yarn Mill, Guelph) (Respondent) v. National Union of Operating Engineers of Canada (Intervener) v. Textile Workers' Union of America, South Western Ontario Textile Joint Board, and its Local Number 741 (Intervener). (DISMISSED MARCH, 1961)

On July 5, 1961, the Board further endorsed the Record as follows:

"On March 29, 1961, the Board denied the request by the applicant that the Board reconsider its decision of March 1, 1961 in this matter except with respect to item 5 of the applicant's request. The Board indicated at that time that it would give written reasons for its decision. The reasons for the Board's decision are as follows:

The first ground urged upon us by the applicant is that the report of the examiner appointed in connection with the applicant's request for a pre-hearing vote was not 'received by the Applicant and therefore objections could not be made'. The Board's Rules of Procedure do not provide for the service upon the parties of the report of the examiner on a pre-hearing vote. The Rules do contemplate and provide for full opportunity for the parties to present their evidence and to make their submissions after the vote has been taken, if the Board does deem it advisable that a pre-hearing representation vote be taken. If the request for a pre-hearing vote is denied, as it was in this case, the evidence and argument presented at the subsequent hearing held before the Board is the significant material upon which the Board proceeds in arriving at a conclusion; the report of the examiner on the pre-hearing vote is not considered by the Board once a request for a pre-hearing vote is denied.



It may not be amiss to point out, however, that the examiner's report to the Board contains the usual statement in reports of this type to the effect that the report was read to the representatives of the parties and no objection was taken to its contents. In other words, the applicant cannot claim, even if it were material to its case, that it was not aware of the contents of the examiner's report submitted to the Board.

The second and third grounds relied on by the applicant are that "The Board was induced into error by misrepresentation and failure to disclose the full facts of the case" and that "The Board did not allow the Applicant to make its full submission in accordance with Section 75 (9) of the Act, though according that right to Respondent and Intervener. Also Section 77 (2) (c) was interpreted in one manner for the Respondent and Intervener and in another way for the Applicant." The fact is that the representative of the applicant was afforded full opportunity to submit evidence and make representations on every aspect of the application. The only evidence tendered by the representative of the applicant that was not admitted was a newspaper report concerning the affairs of the respondent company which was rejected on the ground that it offended against the hearsay evidence rule and/or the opinion evidence rule. None of the evidence, whether given on behalf of the applicant or on behalf of the respondent, was taken under oath. In accepting unsworn testimony in this case, the Board followed its usual practice in such circumstances. There is nothing in the applicant's request for reconsideration, other than the general allegation, to indicate in what respect the evidence given at the hearing on behalf of the respondent company was inaccurate. The applicant had every opportunity to submit evidence in refutation of any testimony given on behalf of the respondent.

A further ground upon which the applicant relies is that "The Board, in rendering its decision, accepted the completely unsupported word of the respondent, though in direct contradiction to that of the Applicant." The Board came to its conclusion on the basis of the evidence before it. The representative of the applicant relied in the main on inferences he suggested the Board should draw from annual reports of the respondent company and associated companies, from returns to the Provincial Secretary and from the terms of certain letters patent.



On the other hand, officials of the respondent in attendance at the hearing testified viva voce of their own knowledge concerning the affairs of the respondent company and were subject to cross-examination.

The applicant submits that the Board should have exercised "its power under 6 (1) of the Act ... to determine the wishes of the employees where doubt may exist as to the appropriateness of the Bargaining unit." The power of the Board under section 6 (1) of The Labour Relations Act is discretionary. The Board has exercised its discretion under this subsection to ascertain the wishes of the employees as to the appropriateness of the bargaining unit, not in cases where there is "doubt" as to the appropriateness of the bargaining unit, but in cases where in the opinion of the Board each of several units might be appropriate, so that the wishes of the employees constitute a major factor in the determination of what unit the Board should find appropriate in the particular case.

In so far as the applicant's claim for relief is based on the difficulties that might be encountered in the administration of a collective agreement in the bargaining unit found by the Board to be appropriate, the applicant had every opportunity to make representations and did make representations respecting these supposed difficulties at the hearing of this application.

We come now to deal with the fifth item in the applicant's letter of March 6, 1961. In dealing with this item in its decision of March 29, 1961 the Board said:

With regard to item 5, the Board in arriving at its decision, proceeded on the uncontradicted and unchallenged testimony of the representative of the respondent at the hearing before the Board on February 20, 1961, that there were 130 employees in the worsted yarn mill who would be included in the appropriate bargaining unit if the Board were to find, as it did in fact find, that the employees in the carpet yarn mill and in the worsted yarn mill at Guelph together constituted one bargaining unit. For the purpose of its decision, the Board assumed that the 93 membership cards filed by the applicant were all for persons who were in the employ of the respondent on the date of





the making of the application in the bargaining unit which the Board found to be appropriate. On the basis of the 93 membership position entitling it to a vote in a unit not exceeding 207. The list of employees filed by the respondent with the Board as constituting the bargaining unit proposed by the applicant as being appropriate (i.e. the carpet yarn mill) consisted of 146 persons, 16 of whom were on lay-off, 3 were ill and 2 were on leave of absence. Adding to this number the 130 in the worsted yarn mill, the Board concluded that less than forty-five per cent of the employees in the unit the Board determined to be appropriate were members of the applicant and accordingly dismissed the application. However, to make assurance doubly sure, in view of the applicant's submission in item 5 of the letter, the respondent is directed to submit a list of its employees appropriate for inclusion in the bargaining unit who were employed in the worsted mill on the date of the making of the application. Upon Submission of this list, the Board will check the list and the applicant's membership cards and will inform the parties of the result of this check.

Subsequent to March 29, 1961 the Board obtained from the respondent a list of all its employees in the bargaining unit found by the Board to be appropriate in its decision of March 1, 1961 and made the usual cross checks. The parties were advised in detail of the result of the cross check on April 21, 1961, in a letter which summarized the applicant's membership position as follows:

Giving the applicant its best possible position, it is obvious that it had at the relevant dates a membership of less than thirty-six per cent of the employees in the appropriate bargaining unit.

In view of these facts, the applicant's request for reconsideration on the ground set out in item 5 of its letter of March 6, 1961 is also denied.

In view of the foregoing conclusions it is unnecessary for us to deal with the submission of the applicant that if the Board were to grant a new hearing it should require "attendance of chief executives of the two Companies concerned, namely, Mr. Malim Harding, President Harding Carpets Limited,



and Mr. Geo. Dobbie, President of Newlands-Harding Yarns Limited, as those who concluded the agreement establishing the new Company, Newlands-Harding Yarns Limited. And, further, such other documents and persons necessary to obtain the full truth should be required by the Board under its powers'. The representative of the applicant has appeared before the Board on many occasions and he surely must have been aware that he was entitled to ask that the Board issue summonses for these persons to attend at the hearing, to testify and to produce such documents as might be relevant to his case. He failed to avail himself of the opportunity."

937-61-R: International Hod Carriers' Building & Common Labourers' Union of America, Local No. 1059 (Applicant) v. Marel Plastering Contractors (Respondent) v. Operative Plasterers and Cement Masons International Association of the United States and Canada, Local 159 (Intervener).  
(GRANTED JULY, 1961)

The Board endorsed the Record in part as follows:

"The intervener and the respondent set up as a bar to the application of the applicant for certification as bargaining agent of the plasterers' helpers of the respondent an agreement entered into between them dated the fourth day of March, 1961. The evidence before the Board is that this agreement was entered into on March 4, 1961. The project to which the agreement relates did not get under way until March 13, 1961, and all employees of the respondent affected by this application were hired after March 13, 1961. Although the agreement purports to be one between Local 159 of the Operative Plasterers and Cement Masons International Association of the United States and Canada, i.e., the London local of the international union, it was negotiated and executed not by the business agent or any official of the London local but by Anthony Mariano, an international representative who derived whatever authority he had in the matter not from the local but from Mr. C. Irvine, a vice-president of the international union.

Indeed, the officials of the London local were not even aware that an agreement had been executed on behalf of the local in respect of the plasterers' helpers and the business agent of the London local testified that that local had never bargained for plasterers' helpers in London and that no plasterers' helpers in London were members of the local. Up to the date of the second hearing in this case, May 16, 1961,



none of the plasterers' helpers who entered the employ of the company had become members of the London local or paid any dues or fees to the local. Mariano testified that some of the plasterers' helpers on the project had come from Toronto and some were hired in London. He stated that those who came from Toronto were members of Local 117 of the "Operative Plasterers". In the course of cross-examination, Mariano produced a sample card which he said had been issued to plasterers' helpers working in London for the respondent who were members of Local 117. The card read as follows:

Association  
of Plasterers' Helpers  
- 1958 -  
BROTHER.....  
ADDRESS.....  
IS A MEMBER IN GOOD STANDING  
NO.....  
SIGNED.....

Subsequently, he said, they were given working cards but no sample of the working card was filed with the Board. The agreement provides that the employer will hire "only the members of the Party of the Second Part during the term of this agreement", the party of the Second Part being Local 159 of the Operative Plasterers and Cement Masons International Association of the United States and Canada. Nevertheless, Mariano admitted that the employees who were hired in London were probably hired through the applicant union and the membership provisions of the agreement were never enforced.

The agreement in this case falls within the strictures of the Board's decision in the Niagara Crushed Stone Case, (1958) C.C.H. Canadian Labour Law Reports, Transfer Binder 1955-59, ¶16118, C.L.S. 76-614. The agreement cannot therefore operate as a bar to the present application.

Since the intervener has not filed documentary evidence to show that it represents any of the employees of the respondent affected by the application and since its only claim to represent them is based on the agreement dealt with above, it has no status in these proceedings to make any allegations against the applicant.





It should be noted that, apart from setting up the agreement as a bar, the respondent has made no allegations against the applicant."

1580-61-R: Brockville Chemicals Employees Association (Applicant) v. Brockville Chemicals Limited (Respondent) v. International Chemical Workers Union (Intervener) v. United Brotherhood of Carpenters and Joiners of America (Intervener).  
(DISMISSED JULY 1961)

The Board endorsed the Record as follows:

"Application for certification by a newly-formed organization. At the hearing the representative of the applicant informed the Board that the association had not adopted a constitution but intended to do so at the next meeting of the employees. Having regard to the fact that the applicant had no constitution in existence at the date of the filing of this application, the Board finds that it was therefore not a trade union for the purposes of The Labour Relations Act at that time. (See the decision of the Board in the Drummond Transit Company Case, File No. 16978-58; February, 1959 Monthly Report, p. 31.) The application is accordingly dismissed.

Since the instant case marks the first appearance of the applicant before the Board we believe we should draw the attention of the applicant to the fact that it has failed to comply with the Board's standard respecting proof of membership in the association. The evidence of membership filed with the application consisted of three lists of signatures on documents bearing in each case the heading: "THE FOLLOWING IS A LIST OF NAMES FOR THE BROCKVILLE CHEMICALS LTD EMPLOYEES ASSOCIATION FOR ONTARIO LABOUR BOARD CERTIFICATION." The representative of the applicant informed the Board at the hearing that these documents were intended to comply with section 50 (1) of the Board's Rules of Procedure. However, in a statement of policy dated February 16, 1951 (CCH Canadian Labour Law Reporter, Vol. 2 760,981), the Board set out the substance of the evidence of membership that the Board requires in support of an application for certification under The Labour Relations Act. Consequently, even if we were to regard the list of signatures as evidence that the signatory employees had applied for membership in the applicant, there is no evidence before the Board to indicate that the employees had accepted membership by payments in respect of initiation fees or monthly dues or that they had presented themselves for initiation or taken the members' obligations or had done any other act consistent with membership in the applicant.





1632-61-R: National Union of Public Employees (Applicant) v. The Board of Commissioners of Police of the City of London (Respondent).

The Board endorsed the Record as follows:

"The applicant has applied for certification as bargaining agent for that group of employees described as 'all of the garage employees of the respondent employed at the police garage in London, save and except the garage superintendent and persons above the rank of garage superintendent and cost control clerk.'

In the instant case there is a board of police commissioners and the garage employees are paid by the Board of Police Commissioners and the wages of the garage employees are included in the estimates submitted by the Board of Police Commissioners to the City Council.

Having regard to the Board's decision in the Police Commission of the City of Sudbury Case, (1960) C.C.H., Labour Law Reporter, ¶16161, we find that the unit of employees described above falls within the term "assistants" in the description of a police force under section 12 of the Police Act where there is a Board of police commissioners.

Pursuant to the provisions of section 2 (d) of The Labour Relations Act, The Labour Relations Act does not apply to the unit of employees for whom the applicant is seeking certification as bargaining agent. The application is therefore dismissed."

Board Member D. B. Archer dissented and said:

"For the reasons given by me in the Police Commission of the City of Sudbury Case, I dissent. I find that the garage employees for whom the applicant is seeking certification as bargaining agent constitute a unit of employees of the respondent appropriate for collective bargaining and that The Labour Relations Act does apply to them."

13781-57: International Chemical Workers Union (Applicant) v. Underwater Gas Developers Limited (Port Alma) (Respondent). (GRANTED AUGUST 1959)

On July 20, 1961, the Board further endorsed the Record as follows:

"The Board has given careful consideration to the grounds set out in the respondent's request that the Board reconsider its decision of August 6, 1959 in this matter.



The first hearing in this application was held on October 16, 1957. Written representations were thereafter submitted by the representative of the applicant and counsel for the respondent.

On October 20, 1958, a further hearing was held in this matter and subsequently additional written representations were submitted for both parties.

On May 20, 1959, the Board issued a decision in which it made a finding as to the facts concerning the nature of the respondent's operations involved in these proceedings and then invited the parties to proceed under Rule 21 of the Board's Rules of Practice and Procedure, a rule which was made after the commencement of this application, for the purpose of enabling the Board to determine the constitutional issues involved. Counsel for the parties submitted that the rule had no retroactive effect and filed no further statement at that time.

On August 6, 1959, the Board issued its decision certifying the applicant on the basis of the evidence and representations then before it.

Up to that time no representations had been made by the respondent that the Board should take into consideration, the change in the composition of the work force in arriving at a decision.

On September 15, 1959, counsel for the respondent applied to the Supreme Court of Ontario for an order in lieu of certiorari quashing the certificate of the Board dated August 6, 1959. Counsel for the respondent filed in support of such application the affidavit of Eugene Francis Coste, President of Underwater Gas Developers Limited, in which reference was made to a change in the working force.

Up to the time of the application to the Supreme Court of Ontario no request had been made by the respondent that the Board should reconsider its decision in light of the circumstances as to the composition of the work force set out in the affidavit of Mr. Coste.

On November 29, 1959, Smily J. made an order dismissing the application of Underwater Gas Developers for an order in lieu of certiorari quashing the certificate of the Board dated August 6, 1959 (Regina v. Ont. L.R.Bd.; Ex parte Underwater Gas Developers Ltd., (1960) O.W.N. 53).



On June 24, 1960, the Court of Appeal dismissed an appeal by Underwater Gas Developers Limited from the order of Smily J. pronounced on November 26, 1959 (Regina v. Ont. L.R.Bd.; Ex Parte Underwater Gas Developers Ltd., (1960) O.R. 416).

In his reasons for judgment dismissing the application for an order in lieu of certiorari, Smily J. dealt with a submission of counsel for the respondent to the effect that "only 9 of the original 39 employees at the time of the application for certification were still employed by the company" and concluded as follows: "In any event if the company considered it desirable that the Board should make a re-examination to determine the number of union members in the bargaining unit it ought to have applied to the board for reconsideration of its decision under the provisions of section 68 (1) of The Labour Relations Act..." (at p.54).

The appeal from Smily J.'s decision was argued on March 11, 1960, and at the conclusion of the appellant's argument the court "intimated its agreement with the reasons and conclusions of Smily J.," on the issue raised concerning the composition of the work force.

No request for consideration by the Board of its decision of August 6, 1959, was made by the respondent until December 16, 1960, when the Board received the respondent's letter of December 14, 1960.

Having regard to the foregoing circumstances the Board does not consider it advisable to reconsider its decision of August 6, 1959, on the ground set out in the respondent's letter of December 15, 1960."

SPECIAL ENDORSEMENT IN APPLICATION FOR CONCILIATION SERVICES  
DISPOSED OF BY THE BOARD

1131-61-C: United Papermakers and Paperworkers, Locals No. 232, 109, 133, 135, 249 International Brotherhood of Pulp, Sulphite & Paper Mill Workers, Locals No. 132, 90, 67, 33, 71, 154 International Association of Machinists, Locals No. 309, 1371, 485 International Brotherhood of Electrical Workers Locals No. 1565, 896 International Union of Operating Engineers, Local No. 865 (Applicants) v. Abitibi Power & Paper Company Ltd. Smooth Rock Falls Division Fort William Division Sturgeon Falls Division Iroquois Falls Division Thunder Bay Division Sault Ste. Marie Division (Respondent). (REFERRED JULY, 1961)





The Board endorsed the Record as follows:

"The applicants, a number of locals and 5 international unions, made an application requesting that conciliation services be granted to them and to the respondent company, Abitibi Power & Paper Company, Limited, in respect of 6 of the respondent company's divisions. The applicants filed in support of their application 6 separate collective agreements, one for each of the divisions. At the hearing directed by the Board in connection with this application, the representatives of the applicants took the position that, in view of the past history of bargaining between the applicants and the respondent company, the Board should refer the application as if there was one collective agreement covering all the 6 divisions of the respondent company's operations. The respondent company took exception to the Board following such a course in light of the 6 separate agreements from which, it submitted, the bargaining rights of the applicants stemmed. After considerable discussion the spokesman for the applicants produced for the first time at the hearing before the Board a document, dated May 12, 1960, and headed 'MEMORANDUM OF AGREEMENT'. The parties signatory to this document are described as follows:

ABITIBI POWER & PAPER COMPANY, LIMITED

Iroquois Falls Division  
Sault Ste. Marie Division  
Fort William Division  
Thunder Bay Division  
Pine Falls Division  
Beaupre Division  
Smooth Rock Falls Division  
Sturgeon Falls Division

PROVINCIAL PAPER, LIMITED

Port Arthur Division  
and the following International Unions

THE INTERNATIONAL BROTHERHOOD OF PULP, SULPHITE  
AND PAPER MILL WORKERS  
UNITED PAPER MAKERS AND PAPER WORKERS  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
INTERNATIONAL UNION OF OPERATING ENGINEERS



It will be noted that the international unions whose names appear in this document are the parent bodies of the local unions who are the applicants in these proceedings. The document recites that 'The above parties met in conference... and hereby confirmed that the Labour Contracts which expired May 1, 1960 are renewed', subject to certain amendments set out in the body of the document. We were informed that the terms of this memorandum were implemented immediately after May 12, 1960 and that this implementation took place some time before the separate agreements between the locals and the company in respect of each of the divisions were drawn up and executed.

An examination of the agreements which were eventually executed relating to the several divisions discloses the following:

- (i) In the Fort William Division, the parties are named as Abitibi Power & Paper Company Limited, and United Paper Makers and Paper Workers Local No. 232, International Brotherhood of Pulp, Sulphite and Paper Mill Workers Local No. 11, International Association of Machinists Local No. 309, International Brotherhood of Electrical Workers Local No. 1565, and International Union of Operating Engineers Local No. 865.
- (ii) In the Smooth Rock Falls Division, the parties are named as Abitibi Power & Paper Company Limited, and International Brotherhood of Pulp, Sulphite and Paper Mill Workers Local No. 33.
- (iii) In the Iroquois Falls Division, the parties are named as Abitibi Power & Paper Company Limited, United Papermakers and Paperworkers Local No. 109, International Brotherhood of Pulp, Sulphite and Paper Mill Workers Local No. 90, International Association of Machinists Local No. 1371, and International Brotherhood of Electrical Workers Local No. 869.
- (iv) In the Sturgeon Falls Division, the parties are named as Abitibi Power & Paper Company Limited, and 'The International Brotherhoods'. The two unions whose names appear in the heading of the agreement are United Paper Makers and Paper Workers Local No. 135 and



International Brotherhood of Pulp, Sulphite & Paper Mill Workers, Local No. 71. The representatives of these two unions are the only ones who executed this agreement, in addition, of course, to the representatives of the company.

- (v) In the Sault Ste. Marie Division, the parties are named as Abitibi Power & Paper Company Limited, and United Papermakers and Paperworkers Local No. 133, International Brotherhood of Pulp, Sulphite and Paper Mill Workers Local No. 67, and International Brotherhood of Machinists Local No. 485.
- (vi) In the Tunder Bay Division, the parties are named as Abitibi Power & Paper Company Limited, and United Paper Makers and Paper Workers Local No. 249, International Brotherhood of Pulp, Sulphite and Paper Mill Workers Local No. 134, International Brotherhood of Electrical Workers Local No. 1565 and International Union of Operating Engineers Local No. 865.

On the facts before us, especially in view of the agreement to renew 'The Labour Contracts', the subsequent execution of separate agreements relating to each of the division, and the unions named as parties in these agreements, we are of opinion that it was the intention of the company and the unions to enter into a separate agreement in each division binding upon the local union or unions representing the employees in that division."



TRUSTEESHIP REPORT FILED

T2-60

Amalgamated Meat Cutters and Butcher  
Workmen of North America  
at Kitchener. Report filed under date  
of July 6, 1961 by Joseph Sullivan,  
Resident Counsel, that trusteeship of  
Local Union No. 258 has been terminated  
effective June 6, 1961.

For particulars of report of  
trusteeship see Monthly Report, Ontario  
Labour Relations Board, December 1960,  
page 345.





ADDENDUM

347-60-R

The Canadian Union of Operating  
Engineers (Applicant) v. Canadian  
National Exhibition (Respondent) v.  
International Union of Operating  
Engineers Local 796 (Intervener).

In the May 1961, Monthly Report of The Ontario  
Labour Relations Board, pps 41-43 the determination of the  
Board with reference to the above application was cited.

Inadvertently the result of the representation vote  
conducted by the Board was incorrectly reported. It should  
have read as follows:

Number of names on eligibility list		9
Number of ballots cast	9	
Number of ballots marked in favour of applicant	7	
Number of ballots marked in favour of intervener	2	

Any inconvenience caused to the parties as a result of  
this error is regretted.

.....

In the June 1961 Monthly Report of The Ontario Labour  
Relations Board, the CASE LISTINGS page is amended as follows:

... 8 Indexed Endorsements  
Certification

918-61-R Dominion Glass Company Limited

740-60-R Nick Babij, Plastering Contractor

The latter entry was by error not entered on the  
CASE LISTINGS page.



## PART 2

### STATISTICAL TABLES

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TABLE I

APPLICATIONS & COMPLAINTS TO THE ONTARIO LABOUR RELATIONS BOARD

Type of Application	Number of Applications Filed		
	July '61	1st 4 months of 61-62	fiscal year 60-61
I Certification	63	239	258
II Declaration Terminating Bargaining Rights	3	21	17
III Declaration of Successor Status	-	1	1
IV Conciliation Services	74	436	394
V Declaration that Strike Unlawful	3	15	10
VI Declaration that Lockout Unlawful	-	1	2
VII Consent to Prosecute	16	42	37
VIII Complaint of Unfair Practice in Employment (Section 65)	17	55	-
IX Miscellaneous	-	8	2
TOTAL	<u>176</u>	<u>818</u>	<u>721</u>

TABLE II

HEARINGS OF THE ONTARIO LABOUR RELATIONS BOARD

	Number		
	July '61	1st 4 months of 61-62	fiscal year 60-61
Hearings and continuation of Hearings by the Board	79	339	283





TABLE III

APPLICATIONS & COMPLAINTS DISPOSED OF BY THE ONTARIO LABOUR  
RELATIONS BOARD BY MAJOR TYPES

Type of Application	July	1st 4 months of fiscal year	
	'61	61-62	60-61
I Certification	76	256	284
II Declaration Terminating Bargaining Rights	-	16	18
III Declaration of Successor Status	1	1	6
IV Conciliation Services	88	482	371
V Declaration that Strike Unlawful	5	14	13
VI Declaration that Lockout Unlawful	-	1	1
VII Consent to Prosecute	19	42	36
VIII Complaint of Unfair Practice in Employment (Section 65)	17	50	-
IX Miscellaneous	<u>5</u>	<u>10</u>	<u>3</u>
TOTAL	<u>211</u>	<u>872</u>	<u>732</u>



TABLE IV

APPLICATIONS DISPOSED OF BY THE ONTARIO LABOUR RELATIONS BOARD  
BY TYPES AND BY DISPOSITION

\*Employees

I Disposition	July 1st 4 mos.fiscal yr.			July 1st 4 ms.fiscal yr.		
	'61	61-62	60-61	'61	61-62	60-61

Certification

Certified	54	165	200	2162	4443	5722
Dismissed	15	63	57	791	3072	2326
Withdrawn	<u>7</u>	<u>28</u>	<u>27</u>	<u>19</u>	<u>793</u>	<u>510</u>
TOTAL	<u>76</u>	<u>256</u>	<u>284</u>	<u>2972</u>	<u>8308</u>	<u>8558</u>

II Termination of Bargaining Rights

Terminated	-	6	9	-	84	245
Dismissed	-	9	5	-	153	36
Withdrawn	<u>-</u>	<u>1</u>	<u>4</u>	<u>-</u>	<u>-</u>	<u>380</u>
	<u>-</u>	<u>16</u>	<u>18</u>	<u>-</u>	<u>237</u>	<u>661</u>

\* These figures refer to the number of employees directly affected and are based on the number of employees in the bargaining unit at the time the applications for certification were filed with the Board. Totals for applications dismissed and withdrawn are approximate.



- S35 - APPLICATIONS DISPOSED OF BY BOARD (continued)

		Number of appl'ns Dis. of		
		July '61	1st 4 mos. fiscal yr. 61-62	60-61
III	<u>Conciliation Services*</u>			
	Referred	82	458	352
	Dismissed	-	6	5
	Withdrawn	<u>6</u>	<u>18</u>	<u>14</u>
	TOTAL	<u>88</u>	<u>482</u>	<u>371</u>
IV	<u>Declaration that Strike Unlawful</u>			
	Granted	-	1	1
	Dismissed	-	-	1
	Withdrawn	<u>5</u>	<u>13</u>	<u>11</u>
	TOTAL	<u>5</u>	<u>14</u>	<u>13</u>
V	<u>Declaration that Lockout Unlawful</u>			
	Granted	-	-	1
	Dismissed	-	-	-
	Withdrawn	<u>-</u>	<u>1</u>	<u>-</u>
	TOTAL	<u>-</u>	<u>1</u>	<u>1</u>
VI	<u>Consent to Prosecute</u>			
	Granted	-	7	11
	Dismissed	2	4	2
	Withdrawn	<u>17</u>	<u>31</u>	<u>23</u>
	TOTAL	<u>19</u>	<u>42</u>	<u>36</u>

\* Includes applications for conciliation services re unions claiming successor status.



TABLE V

REPRESENTATION VOTES IN CERTIFICATION APPLICATIONS DISPOSED  
OF BY THE BOARD

	Number of Votes		
	July '61	1st 4 months 61-62	of fiscal yr. 60-61
<u>* Certification After Vote</u>			
pre-hearing vote	8	19	-
post-hearing vote	4	15	21
<u>Dismissed After Vote</u>			
pre-hearing vote	2	6	-
post-hearing vote	<u>3</u>	<u>20</u>	<u>28</u>
TOTAL	<u>17</u>	<u>60</u>	<u>49</u>

\* Includes applicant - intervener applications in which both applicant and intervener apply for a new unit and either applicant or intervener is certified.

TABLE VI

REPRESENTATION VOTES IN TERMINATION APPLICATIONS DISPOSED  
OF BY THE BOARD

	Number of Votes		
	July '61	1st 4 months 61-62	of fiscal yr. 60-61
Respondent Union Successful	-	-	2
Respondent Union Unsuccessful	<u>-</u>	<u>6</u>	<u>5</u>
TOTAL	<u>-</u>	<u>6</u>	<u>7</u>

\* In termination proceedings where a vote is taken, the applicant is a group of employees, or the employer; the incumbent union is thus the respondent.













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